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REGULATIONS GOVERNING THE PROCEDURES FOR THE ACQUISITION OF WORKS, SERVICES, AND SUPPLIES BELOW THE EUROPEAN RELEVANCE THRESHOLDS, OF THE UNIVERSITY INSTITUTE FOR ADVANCED STUDIES OF PAVIA – IUSS

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PART I – PRINCIPLES AND COMMON PROVISIONS	4
TITLE I – GENERAL PROVISIONS.....	4
Art. 1 – Purpose and Scope of Application.....	4
Art. 2 – Principles	4
Art. 3 – Principle of Rotation.....	5
Art. 4 – Contract Value Bands for the Purpose of Rotation	6
Art. 5 – Planning and Training Plan	6
Art. 6 – Contract Value.....	7
Art. 7 – Methods of Acquiring Supplies and Services	7
Art. 8 – Purchases on the Public Administration Electronic Market / SINTEL.....	7
Art. 9 –Guarantee	8
Art. 10 – Safety.....	9
Art. 11 – Rules on the Traceability of Financial Flows.....	9
Art. 12 – Expenses Excluded from the Application of the Regulation	9
Art. 13 – Verification of Self-Declarations Submitted by Economic Operators Pursuant to Presidential Decree 445/2000.....	9
TITLE II – THE PARTIES	9
Art. 14 – Project Manager (RUP).....	10
Art. 15 – Works Director and Contract Execution Director.....	10
PART II – CONDUCT OF AWARD PROCEDURES	11
TITLE I – INITIATION OF THE PROCEDURE	11
Art. 16 – Decision to Contract	11
TITLE II – CONTRACTOR SELECTION	11
Art. 17 – Requirements and Selection Criteria.....	12
Art. 18 – Verification of Requirements under Articles 94, 95, and 100 of the Code for Procurements under €40,000	12
Art. 19 – Verification of Requirements under Articles 94 and 95 of the Code for Procurements ≥ €40,000	12
Art. 20 – Verification of Selection Criteria Requirements under Article 100 of the Code for Procurements ≥ €40,000	12
Art. 21 – Criteria for Choosing the Best Quotation or Offer	13
Art. 22 – Awarding and Adjudication Act.....	13
TITLE IV – CONTRACT SIGNING AND EXECUTION	13
Art. 23 – Contract Signing	13
Art. 24 – Urgent Execution.....	13
Art. 25 – Testing and Compliance Verification.....	13
PART III – SPECIFIC PROVISIONS BY VALUE BAND	14
TITLE I – DIRECT AWARD OF PUBLIC CONTRACTS FOR SERVICES, SUPPLIES, AND WORKS (Art. 50(1)(a) and (b) of the Code)	14
Art. 26 – Request for Quotation	14
Art. 27 – Verification of Requirements	15



IUSS

Scuola Universitaria Superiore Pavia

Art. 28 – Decision to Contract	15
Art. 29 – Contract Signing	15
TITLE II – AWARDING OF PUBLIC CONTRACTS ABOVE DIRECT AWARD THRESHOLDS AND BELOW EU THRESHOLDS	15
Art. 30 – Procedure Initiation	15
Art. 31 – Invitation of Economic Operators	16
Art. 32 – Appointment of the Tender Committee and Evaluation Commission	17
Art. 33 – Adjudication Decision.....	17
Art. 34 – Contract Signing	17
PART IV – FINAL AND TRANSITIONAL PROVISIONS.....	18
Art. 35 – Entry into Force and Amendments	18



IUSS

Scuola Universitaria Superiore Pavia

PART I – PRINCIPLES AND COMMON PROVISIONS

TITLE I – GENERAL PROVISIONS

Art. 1 – Purpose and Scope of Application

1. This Regulation governs the procedures for the acquisition of works, including architectural and engineering services, and supplies below the European relevance thresholds, carried out by the University Institute for Advanced Studies of Pavia (hereinafter referred to as IUSS or the School), in implementation of Legislative Decree No. 36/2023 (hereinafter referred to as the Code).
2. The authority to carry out direct awarding procedures, including those relating to architectural and engineering services, as well as negotiated procedures pursuant to Article 50, paragraph 1, letters c), d), and e) of the Code, is reserved to the organizational unit identified by specific determination.

Art. 2 – Principles

1. The acquisition procedures governed by this Regulation are subject to the general principles set out in Book I, Part I, Title I, and in Articles 16, 19, 20, and 49 of the Code:
 - a) Principle of outcome, ensuring maximum timeliness and the best possible balance between quality and price, in compliance with the principles of legality, transparency, and competition; it constitutes implementation of the principle of good administration and the related principles of efficiency, effectiveness, and cost-effectiveness;
 - b) Principle of mutual trust in the legitimate, transparent, and fair action of the administration, its officials, and economic operators;
 - c) Principle of access to the market by economic operators, in compliance with the principles of competition, impartiality, non-discrimination, publicity, transparency, and proportionality;
 - d) Principle of good faith and protection of legitimate expectations;
 - e) Principle of preservation of contractual balance, according to which, if extraordinary and unforeseeable circumstances occur, beyond normal risks, ordinary economic fluctuations, and market risks, and such as to significantly alter the original balance of the contract, the disadvantaged party, who has not voluntarily assumed the related risk, has the right to renegotiate the contractual conditions in good faith;
 - f) Principle of application of national collective labor agreements, with reference to the employees engaged in the contract;
 - g) Prevention and resolution of conflicts of interest, both in the selection procedure phase and in the execution phase of the contract;
 - h) Principle of uniqueness of submission: each item of data relating to planning, awarding procedures, and the implementation of public contracts shall be provided only once to a single information system;



- i) Transparency and legal publicity;
 - j) Principle of rotation, as further defined in Article 3 below.
2. All terms referring to designated roles and functions in this Regulation that are expressed in the masculine gender shall be understood as also referring to the corresponding feminine terms.

Art. 3 – Principle of Rotation

1. IUSS is required to comply with the principle of rotation for the awarding of contracts below the European thresholds, both in the case of direct awarding pursuant to Article 50, paragraph 1, letters a) and b) of Legislative Decree 36/2023, and in the case of negotiated procedures pursuant to Article 50, paragraph 1, letters c), d), and e) of Legislative Decree 36/2023.
2. The principle of rotation applies exclusively to awards.
3. To ensure free competition and equal treatment in awarding, the School has adopted the division into economic value bands, as set out in Article 4 of this Regulation.
4. It is prohibited to award or assign a contract to the outgoing contractor in cases where two consecutive awards:
 - concern a contract within the same goods sector, or the same category of works, or the same service sector;
 - fall within the same value band referred to in Article 4.
5. In any case, the application of the principle of rotation may not be circumvented by:
 - arbitrary splitting of contracts or bands;
 - unjustified aggregations or manipulative determinations of the estimated value of the contract;
 - sequential alternation of direct awards to the same economic operators;
 - awards made, without adequate justification, to economic operators attributable to those for whom the prohibition of award applies.
6. Where the negotiated procedure under Article 50, paragraph 1, letters c), d), e) of the Code is preceded by a call for expressions of interest, contracting authorities do not apply the principle of rotation if the market survey has been conducted without setting limits on the number of economic operators meeting the required qualifications to be invited to the subsequent negotiated procedure.
7. The requirement of specific participation qualifications, such as professional suitability, economic-financial capacity, and technical-professional capacity, shall not be considered as a numerical limitation. Similarly, the requirement of accreditation to an electronic platform does not constitute a numerical limitation.
8. Exceptions to the principle of rotation are permitted in the following cases:
 - a) due to the structure of the market, the actual absence of alternatives, and the accurate performance of the previous contract. All three conditions must coexist. In such cases, the decision to contract must contain a specific justification explaining the derogation, taking into account the expectation arising from previous contractual relationships or other



reasonable circumstances regarding the reliability of the economic operator and the ability to provide services consistent with the expected economic and qualitative level;

b) in direct awards of less than €5,000.00.

Art. 4 – Contract Value Bands for the Purpose of Rotation

For the application of the principle of rotation, the following division of awards into economic value bands (excluding VAT) is adopted:

Supplies and Services

- up to €5,000.00;
- from €5,000.01 to €20,000.00;
- from €20,000.01 to €40,000.00;
- from €40,000.01 up to the maximum amount allowed for direct awarding;
- from the direct award band up to the European threshold.

Works

- up to €5,000.00;
- from €5,000.01 to €20,000.00;
- from €20,000.01 to €40,000.00;
- from €40,000.01 up to the maximum amount allowed for direct awarding;
- from the maximum amount allowed for direct awarding to €1,000,000.00;
- from €1,000,000.01 up to the European threshold.

Art. 5 – Planning and Training Plan

1. IUSS adopts the three-year program of purchases of goods and services with an estimated unit value equal to or greater than €140,000.00 (pursuant to Article 6), as well as the three-year program of public works with an estimated value equal to or greater than €150,000.00 (pursuant to Article 6), and their annual updates in accordance with Article 37 of the Code and other applicable provisions.
2. These programs are approved by the Academic Senate with regard to content, and by the Board of Directors and Supervisory Board with regard to financial sustainability, in compliance with the other planning documents of the administration and consistent with the School's unified budget.
3. The drafting of the three-year program of purchases of goods and services, as well as the three-year program of public works, is the responsibility of the designated Area identified by a specific organizational determination.
4. These programs are prepared on the basis of the needs expressed annually by the competent structures, following the collection and analysis of requirements, as well as any homogeneous aggregation of the demand for goods, services, and works for the purpose of preparing tender procedures.



5. Interventions not foreseen in the programming documents may be included when such inclusion becomes necessary due to unforeseen or calamitous events, or due to subsequent legislative or regulatory provisions, or in the case of newly available funding.

Art. 6 – Contract Value

1. The estimated value of contracts subject to the acquisition procedures governed by this Regulation, calculated pursuant to Article 14 of the Code, is based on the total amount payable. The calculation takes into account the maximum estimated amount, including any form of options and renewals, however defined. The value is always to be considered net of statutory VAT.
2. The contract may not be divided either under Article 14 of the Code or in order to circumvent the provisions of this Regulation.

Art. 7 – Methods of Acquiring Supplies and Services

1. For the acquisition of supplies and services, the School proceeds as follows:
 - a) Primarily, through adherence to *Consip* conventions, where existing, pursuant to Article 1, paragraph 510 of Law 208/2015. If the good or service covered by the convention is not suitable to meet the specific needs of the administration due to the lack of essential features, the School may proceed with autonomous purchases exclusively following specific authorization, duly justified, issued by the top administrative authority (Director General) and transmitted to the competent office of the Court of Auditors.
 - b) If no Consip conventions are active for the goods category of interest, alternatively through:
 - I. the Public Administration's e-procurement portal – MePA;
 - II. the regional platform *SINTEL*;
 - c) use of the suppliers' register (where established and updated);
 - d) subordinately: open market (independent purchase).

Art. 8 – Purchases on the Public Administration Electronic Market / SINTEL

1. When using the MePA electronic market, purchases must be carried out using the following instruments:
 - a) For direct awards:
 - I. ODA (direct purchase order): for purchasing goods and services from the electronic catalog;
 - II. TD (direct negotiation): when requesting a quotation from a single economic operator;
 - III. Comparison of quotations: when requesting quotations from multiple economic operators.



- b) For awards through negotiated procedures under Part III, Title II (contracts of works, services, and supplies with a value equal to or greater than the direct award threshold and below the European threshold):
 - I. RDO (request for quotation), simple or advanced.
- 2. Pursuant to current legislation, for the purchase of goods and services under €5,000.00, it is possible not to use MePA or other electronic markets for carrying out the relevant procedures.
- 3. It is also permitted not to use MePA for awards exceeding €5,000.00 if the required good/service or category is not available, or if available, lacks essential qualities to meet the needs of the Institution, or in cases of extreme urgency. The lack of essential qualities, as well as extreme urgency, must be declared and justified by the Responsible Officer authorizing the procurement without MePA.
- 4. It is also possible to purchase on the open market, derogating from the obligation to use MePA, if such a choice proves to be economically more advantageous, provided adequate justification is given in the decision to contract.
- 5. Derogation from the use of MePA is also permitted in the following cases:
 - a) pursuant to Article 4 of Decree Law 126/2019, for the purchase of goods and services functionally intended for research, technology transfer, and third mission activities;
 - b) pursuant to Article 236, paragraph 2 of Decree Law 77/2020, for the purchase of IT and connectivity goods and services related to teaching activities.
- 6. Any contract concluded in violation of procurement rules regarding the purchasing instruments provided by Consip S.p.A. is null and void.
- 7. The same requirements described above, insofar as they are compatible, also apply to procedures carried out using the regional *SINTEL* platform, according to its technical specifications.
- 8. All provisions contained in Part III of this Regulation shall also apply, insofar as they are compatible, to procedures conducted on the MePA and SINTEL platforms.

Art. 9 –Guarantee

1. Provisional

In direct awarding procedures, the School does not require the provisional guarantees under Article 106 of the Code. The administration may nevertheless request it in negotiated procedures, considering the type and specificity of the procedure, if special circumstances justify such request, which must be indicated in the decision to contract or in the notice of procedure.

2. Final

The Contractor, for the signing of the contract, must provide a guarantee, referred to as the “final guarantee,” pursuant to Article 117 of the Code. The security guarantees the fulfillment of all contractual obligations, the compensation for damages resulting from any breach, as well as the reimbursement of sums paid in excess to the contractor compared to the results of the final settlement, without prejudice to further damages. The administration may, in duly



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Scuola Universitaria Superiore Pavia

justified cases, waive the final guarantee for contracts awarded through direct awarding. When required, the final guarantee shall amount to 5% of the contract value.

Art. 10 – Safety

1. The Contractor is required to comply with Legislative Decree 81/2008 on the protection of health and safety in the workplace.
2. Pursuant to Article 26, paragraph 1, letter b) of Legislative Decree 81/2008, the School shall provide contractors with information on the risks present in the environments where they are to operate and on the prevention and emergency measures adopted in relation to the School's activities, which they must acknowledge by signature.
3. In service and supply contracts, if interference risks exist, the School shall prepare, in close cooperation with the Contractor, the *Interference Risk Assessment Document (DUVRI)*, to be attached to the contract, or the *Operational Safety Plan (POS)* in cases prescribed by law.
4. In works contracts, a *Safety and Coordination Plan (PSC)* must be drawn up at the design stage. The Contractor, when signing the contract, must also present the *Operational Safety Plan (POS)* pursuant to Article 28 of Legislative Decree 81/2008, with the content set out in Annex XV to the said Decree, prior to the commencement of works.

Art. 11 – Rules on the Traceability of Financial Flows

1. The Contractor is required to comply with the obligations relating to the traceability of financial flows referred to in Article 3 of Law No. 136 of August 13, 2010, as amended.
2. The School shall obtain from the operator a declaration, in compliance with Article 3, paragraph 7 ("Traceability of financial flows") of Law 136/2010, regarding the bank account dedicated to the management of financial transactions related to public contracts/orders and the individuals authorized to operate on said account.

Art. 12 – Expenses Excluded from the Application of the Regulation

1. The provisions of this Regulation do not apply to:
 - a) expenses related to the enrollment of a School employee in conferences or seminars, since they do not constitute a service contract;
 - b) purchases made with credit cards or petty cash. For such expenses, reference shall be made to the specific internal regulations in force.

Art. 13 – Verification of Self-Declarations Submitted by Economic Operators Pursuant to Presidential Decree 445/2000

1. The verification of self-certifications produced by economic operators shall be carried out in accordance with the procedures defined in Articles 18, 19, and 33 of this Regulation.

TITLE II – THE PARTIES



Art. 14 – Project Manager (RUP)

1. For each procurement procedure under this Regulation, the School, in the act initiating the individual procedure, shall appoint a *Project Manager (RUP)* responsible for the phases of planning, design, awarding, and execution.
2. In negotiated procedures, the name of the RUP is indicated in the procurement notice or the invitation letter; in direct awards, it is indicated in the decision to contract.
3. The RUP may, at their discretion, appoint a procedure officer for the planning, design, and execution phases, and a procedure officer for the awarding phase.
4. The RUP performs the tasks and functions established by Article 15 of the Code.
5. For the awarding of services and supplies, the role of Project Manager may be held by the Director General and by professional figures identified through a specific determination.
6. For the awarding of works, the role of Project Manager is assigned to a technician, in accordance with the provisions of the Code, and shall be appointed for each contract by specific determination.
7. In the absence of an appointment act, the RUP shall be identified according to the rules of the Code.
8. The RUP must hold an academic qualification, experience, and professional training appropriate to the type and scope of the works, services, and supplies to be awarded, pursuant to applicable legislation.
9. In carrying out their functions, the RUP acts as an official authority and is considered a public officer. The RUP is required to comply with the provisions contained in the School's Code of Conduct for employees, as well as with the provisions of the School's three-year Anti-Corruption Plan.
10. The functions of RUP may not be assumed by personnel in a position of conflict of interest, nor by individuals convicted, even with a non-final judgment, of crimes committed by public officials against the public administration. Furthermore, the roles of RUP and Commissioner/President of the evaluation committee are incompatible.

Art. 15 – Works Director and Contract Execution Director

1. During the execution phase of the contract, the RUP avails themselves of the *Works Director* or the *Contract Execution Director*.
2. The Works Director is responsible for the technical, accounting, and administrative control of the intervention, in compliance with current legislation, including through the use of digital information management tools and methods.
3. For contracts relating to services and supplies, the functions and tasks of the Contract Execution Director are generally carried out by the RUP, who oversees the coordination, direction, and technical, accounting, and administrative control of the contract execution, also, where applicable, through digital information management tools and methods.
4. When not coinciding with the RUP, the Works Director and the Contract Execution Director are appointed through a specific act.



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PART II – CONDUCT OF AWARD PROCEDURES

TITLE I – INITIATION OF THE PROCEDURE

Art. 16 – Decision to Contract

1. The procurement procedure for works, services, and supplies begins with the decision to contract or an equivalent act, which must include at least:
 - a) the subject of the procurement (characteristics of the works, supplies, and services to be acquired);
 - b) the public interest to be satisfied;
 - c) the maximum estimated amount of the procurement and its budget coverage;
 - d) the contractor selection procedure (only in case of negotiated procedures under Part III – Title II *Awarding of public contracts for works, services, and supplies with a value equal to or greater than the threshold for direct awarding and below the European threshold*);
 - e) the criteria for selecting economic operators and offers (only in case of negotiated procedures under Part III – Title II *Awarding of public contracts for works, services, and supplies with a value equal to or greater than the threshold for direct awarding and below the European threshold*);
 - f) the number of economic operators to be invited (only in case of negotiated procedures under Part III – Title II *Awarding of public contracts for works, services, and supplies with a value equal to or greater than the threshold for direct awarding and below the European threshold*);
 - g) verification of compliance with the principle of rotation or reasons for derogation;
 - h) assessment of the offer's consistency by the RUP;
 - i) possession of general and specific requirements and where applicable, the special requirements provided for by the lex specialis;
 - j) main contractual conditions;
 - k) the awarded economic operator and reasons for their selection, based on market price lists, previous offers for similar contracts, price analysis applied by other public administrations, or comparison of quotations from at least two operators (only in case of direct awarding);
 - l) indication of the CIG (tender identification code) and CUP (project code), where required;
 - m) appointment of the RUP and the Works/Execution Director, where applicable;
 - n) allocation of the cost to the relevant account.

TITLE II – CONTRACTOR SELECTION



Art. 17 – Requirements and Selection Criteria

1. The economic operator must meet the general requirements under Articles 94 and 95 of the Code, as well as the following minimum special requirements, which may be established in the decision to contract or an equivalent act, under Article 100 of the Code:
 - a) professional suitability;
 - b) economic and financial capacity;
 - c) technical and professional capacity.
2. The special requirements must be relevant and proportionate to the subject of the procurement.

Art. 18 – Verification of Requirements under Articles 94, 95, and 100 of the Code for Procurements under €40,000

1. In direct awards below €40,000, economic operators declare possession of the participation and qualification requirements by means of a self-declaration.
2. The School verifies, on a semi-annual basis, the declarations made by the contractor, following a random selection of a sample identified as follows: the designated structure will randomly select, from among the economic operators awarded contracts during the reference semester, the subjects to be audited, amounting to 10% of the total. For the purpose of the draw, each awarded economic operator is assigned a progressive number (from 1 to n), based on the order in which the decision to contract was recorded in the document management system. This operation is carried out using a random number generation system and must be documented in writing.
3. All self-declarations of the selected operators shall be verified.

Art. 19 – Verification of Requirements under Articles 94 and 95 of the Code for Procurements ≥ €40,000

1. For procedures equal to or above €40,000, verifications under Part II, Title II of this Regulation are carried out by the contracting authority through the *Virtual File of the Economic Operator (FVOE)*.
2. For acquisitions above €150,000, the School must obtain the anti-mafia clearance under Article 87 of Legislative Decree 159/2011, by consulting the national database.

Art. 20 – Verification of Selection Criteria Requirements under Article 100 of the Code for Procurements ≥ €40,000

1. Verification of special requirements under Article 100(1) is performed according to Article 19 of this Regulation.
2. For public works contracts of €150,000 or more, operators must prove their economic/financial and technical/professional capacity under Article 100(1)(b) and (c) through an SOA qualification certificate, consistent with the category and amount of works.



TITLE III – AWARDING AND ADJUDICATION

Art. 21 – Criteria for Choosing the Best Quotation or Offer

1. For direct awards, the School assigns the contract to the operator whose offer best meets the administration's needs.
2. Negotiated procedures under Part III, Title II - *Awarding of public contracts for works, services, and supplies with a value equal to or greater than the threshold for direct awarding and below the European threshold* are awarded based on the criterion of the most economically advantageous offer or the lowest price, except as provided in Article 108(2) of the Code.

Art. 22 – Awarding and Adjudication Act

1. In direct awards, the decision to contract under Article 16 constitutes both initiation and conclusion of the procedure.
2. Negotiated procedures under Part III, Title II - *Awarding of public contracts for works, services, and supplies with a value equal to or greater than the threshold for direct awarding and below the European threshold* are concluded with the adjudication act issued by the Director General or, in cases of incompatibility, by another competent Director General.
3. Verification of requirements must occur before adjudication, except in direct awards.

TITLE IV – CONTRACT SIGNING AND EXECUTION

Art. 23 – Contract Signing

1. The School signs the contract in the forms and with the methods indicated in Part III.
2. The signatory, representing the School, must be legally authorized to commit the Administration in dealings with third parties.

Art. 24 – Urgent Execution

1. After verifying requirements, the contracting authority may authorize early execution of the contract.
2. In order to proceed with the early execution of the contract, it is necessary to issue a formal authorization and communicate it to the contractor, specifying the relevant contractual conditions.

Art. 25 – Testing and Compliance Verification

1. Contracts are subject to testing (for works) and compliance verification (for supplies and services) to certify compliance with technical, economic, and quality standards, objectives, and timelines.



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2. The compliance certificate for the procedures covered by this Regulation, may always be replaced by the certificate of proper execution. The testing certificate may be replaced by the certificate of proper execution only in the cases specified in Annex No. II.14 of the Code.
3. The certificate of proper execution must include at least:
 - a) contract details and any amendments;
 - b) contractor identification;
 - c) name of the Works/Execution Director;
 - d) contractual execution deadlines and actual execution dates;
 - e) total amount or outstanding balance due to the contractor;
 - f) certification of proper execution.

PART III – SPECIFIC PROVISIONS BY VALUE BAND

TITLE I – DIRECT AWARD OF PUBLIC CONTRACTS FOR SERVICES, SUPPLIES, AND WORKS (Art. 50(1)(a) and (b) of the Code)

Art. 26 – Request for Quotation

1. The School requests a quotation from a single economic operator, respecting the principle of rotation under Article 3, for amounts up to the direct award thresholds established by the Code and its subsequent amendments and integrations.
2. The request for quotation is primarily addressed to economic operators listed in the School's suppliers' register, as regulated by the Code.
3. If there are no economic operators registered in the School's supplier register within the relevant category and value range of the contract, or if the number of registered suppliers is insufficient to ensure compliance with the principle of rotation, the School may also contact suppliers not registered in its supplier register, subject to verification of the requirements set out in the Code for the participation of the economic operator in the contract subject to quotation.
4. For non-standardized contracts, the School may request multiple quotations. In such cases, appropriate justification must be included in the contract/commitment decision or equivalent act.
5. The request must include:
 - a) characteristics of the works, services, or supplies;
 - b) execution timeline;
 - c) required general and special qualifications;
 - d) identification of the RUP and anti-corruption officer;
 - e) data protection clause;



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- f) quotation submission methods and deadlines.
- 6. The request for quotation must be accompanied by the following documents:
 - a) data protection notice;
 - b) integrity pact (digitally signed by the operator);
 - c) self-declaration form under Presidential Decree 445/2000.
- 7. Requests for quotations are excluded when the product is unique.

Art. 27 – Verification of Requirements

- 1. Controls are carried out under Articles 18 and 19 of this Regulation.

Art. 28 – Decision to Contract

- 1. The School awards the contract through a decision to contract or equivalent act with the content under Article 16.

Art. 29 – Contract Signing

- 1. Contracts under this Title may be signed alternatively by:
 - a) exchange of correspondence (communication of award/order and operator's acceptance, with financial flow declaration under Law 136/2010 and its subsequent amendments and integrations);
 - b) private agreement digitally signed by both parties.
- 2. Transmission of the contract occurs via certified email (PEC) or in accordance with the technical specifications of the platform, in the case of using MePA/SINTEL.
- 3. The 35-day standstill does not apply.
- 4. The award notice/private agreement must specify that, in the event of a subsequent verification of the lack of the required qualifications after the contract has been signed, the following shall apply:
 - a) contract termination with payment only for performed services;
 - b) penalty of at least 10% of contract value.

TITLE II – AWARDING OF PUBLIC CONTRACTS ABOVE DIRECT AWARD THRESHOLDS AND BELOW EU THRESHOLDS

Art. 30 – Procedure Initiation

- 1. The procedure begins with the decision to contract or with an equivalent act, issued by the RUP, containing the elements of Article 16.
- 2. Subsequently, the School publishes a market survey notice aimed at collecting expressions of interest to participate in the negotiated procedure, containing the following elements:



- a) estimated contract value;
 - b) essential contract elements (object, duration, delivery/execution times, etc.);
 - c) participation requirements and selection criteria;
 - d) award criterion (lowest price or best value for money);
 - e) communication methods;
 - f) deadlines for submitting interest;
 - g) identification of the RUP and anti-corruption officer.
3. As a rule, all operators who express interest will be invited to participate in the subsequent negotiated procedure; however, the notice may specify—only in exceptional and duly justified cases where no other method of selecting operators is feasible—that a fixed number of companies, identified through a random draw, will be invited to the negotiation procedure.
 4. The market survey is intended solely to identify operators interested in participating in the selection procedure and does not create any expectation of being subsequently invited to the procedure.
 5. The market survey procedure must be carried out by publishing the notice in the “Calls for Tenders” section of the School’s institutional website, under the Transparent Administration area.
 6. This phase of conducting the market survey may be replaced by consulting lists for the selection of economic operators to be invited to the competitive procedure.

Art. 31 – Invitation of Economic Operators

1. Following the initiation of the procedure, the School issues an invitation letter that must contain the following elements:
 - a) object and technical/performance characteristics (with special tender specifications attached, if needed);
 - b) duration and execution timelines;
 - c) estimated contract amount and tender base;
 - d) participation requirements and selection criteria;
 - e) award criterion;
 - f) penalties;
 - g) required final guarantee;
 - h) offer submission methods and deadlines;
 - i) tender operation details;
 - j) payment terms;
 - k) RUP and anti-corruption officer.
2. The elements referred to in letters a), b), f), and g) may be detailed within the special tender specifications attached to the invitation letter.



3. The invitation letter is sent to the economic operators who expressed interest, in accordance with Article 34, paragraph 2 of this Regulation.
4. A reasonable deadline must be granted for the submission of offers, taking into account the complexity of the contract—typically 15 calendar days.
5. The invitation letter is sent through the MePA/SINTEL platform.

Art. 32 – Appointment of the Tender Committee and Evaluation Commission

1. Once the deadline for submitting offers has expired, the Director General, by means of a formal resolution, shall appoint:
 - a) the tender panel supporting the RUP in conducting the tender operations, and is responsible for:
 - verifying the compliance of the administrative documentation with the requirements set out in the invitation letter;
 - initiating, if necessary, the supplementary documentation procedure
 - drafting a specific report on the activities carried out.
 - b) the Evaluation Commission, tasked with assessing the offers, where the chosen award criterion is that of the most economically advantageous offer

Art. 33 – Adjudication Decision

1. After evaluation, the panel/committee issues an award proposal, which is sent to the RUP.
2. The Director General adjudicates after verifying requirements via FVOE.

Art. 34 – Contract Signing

1. The contract for the assignments referred to in this Title shall be executed by means of a private agreement digitally signed by both parties. The contractual document shall be transmitted via certified email (PEC) or in accordance with the technical specifications of the platform, in the case of using MePA/SINTEL
2. The 35-day standstill period for contract execution does not apply exclusively to services and supplies.
3. The private agreement must include a provision stating that, in the event of verification of the lack of required qualifications after the contract has been signed, the following shall apply:
 - a) termination of the contract and payment of the agreed amount only for services already rendered and within the limits of the benefit received; and
 - b) a penalty of no less than 10 percent of the contract value.
4. The contract is subject to stamp duty based on the value of the assignment and in accordance with the applicable regulations.



PART IV – FINAL AND TRANSITIONAL PROVISIONS

Art. 35 – Entry into Force and Amendments

1. This Regulation enters into force the day after publication on the School's online register.
2. All internal provisions contrary to this Regulation are repealed, except for procedures ongoing as of July 1, 2023, namely:
 - a) procedures and contracts for which calls or notices initiating the contractor selection process were published before the Code's effective date;
 - b) in the case of contracts without publication of calls or notices, procedures and contracts for which, by the date the Code enters into force, invitations to submit offers have already been sent.
3. With regard to procurement procedures and contracts related to public investments — including those divided into lots—financed wholly or partially by resources provided under the NRRP (National Recovery and Resilience Plan) and the NPC (National Complementary Plan), as well as by programs co-financed by the European Union's structural funds, including related support infrastructure even if not financed by such resources, the provisions set forth in Decree-Law No. 77 of 2021, converted with amendments by Law No. 108 of 2021, and in Decree-Law No. 13 of February 24, 2023, shall continue to apply beyond July 1, 2023. This also includes specific legislative provisions aimed at simplifying and facilitating the achievement of the objectives established by the NRRP, the NPC, and the National Integrated Energy and Climate Plan 2030, as outlined in Regulation (EU) 2018/1999 of the European Parliament and of the Council of December 11, 2018.