

Documento

Purchase Order Terms & Conditions

Denominazione Gara

SP4000C Storage Pod populated with 48 Samsung 870 EVO 2TB SSDs

Sede di esecuzione

INAF - Osservatorio Astronomico di Cagliari
via della Scienza 5, 09047 Selargius (CA)

Tipo di procedura

Affidamento diretto, ai sensi dell'art. 50, comma 1, lett. b) del decreto legislativo n. 36 del 31 marzo 2023, e s.m.i.

Atto di avvio

Determinazione n. 116 del 5 giugno 2024

Importo di affidamento

24.298,00 EUR

Resp.le unico del progetto

Tiziana Coiana

CUP

C59C2000420001

CIG

B2171EB64F

Part I. General description and standards

1. Contract subject

The present document refers to the general and specific terms and conditions for the supply (including shipping and delivery) of a **"Storage Pod populated with 48 Samsung 870 EVO 2TB SSDs"**. Technical specifications of the supplied item will be part of a later contract's section.

2. Parties

The terms and conditions are agreed between (since then "the Parties")

- the INAF – Cagliari Astronomical Observatory ("Buyer" or "Customer")
- Peralex Electronics (Pty) Ltd, of 5 Dreyersdal Road, Bergvliet, Cape Town, ("Supplier")

3. General Agreement

These general terms and conditions of supply, including shipping and delivery, shall apply to the above defined "contract subject". With the offer and acceptance of the order from the Customer, the Supplier acknowledges and agrees with these General Terms and Conditions of sales, delivery, warranty and products acceptance.

Therefore, these general terms and conditions of purchase and delivery shall apply only to this specific business relationship, i.e. not for all subsequent transactions, if any.

Any and all terms and conditions if not explicitly accepted by the Customer in writing, are not binding for the Customer, even if it does not expressly reject them.

4. Common acronyms currently used and agreed.

INAF: Istituto Nazionale di Astrofisica, Italian Research Public Entity;

Ente / Committente / Soggetto Aggiudicatore ("Customer"): an Italian Public Administration;

Codice / Codice dei Contratti Pubblici: il decreto legislativo 31 marzo 2023, n. 36 e s.m.i., recante *"Attuazione delle direttive 2014/23/UE, 2014/24/UE e 2014/25/UE sull'aggiudicazione dei contratti di concessione, sugli appalti pubblici e sulle procedure d'appalto degli enti erogatori nei settori d'acqua, dell'energia, dei trasporti e dei servizi postali, nonché per il riordino della disciplina vigente in materia di contratti pubblici relativi a lavori, servizi e forniture"* ("Italian Purchasing Code - IPC");

DEC / Direttore dell'esecuzione del contratto: according to the IPC art. 114, she/he is the person who might be designated to manage the contract from a technical point-of-view;

Giorno lavorativo: working day, from Monday to Friday, 9:00-17:00 CET;

Fornitore / Affidatario ("Supplier"): according to the IPC art. 65, it is the Company (or individual) that is entitled to sell to a Public Administration;

Punto di consegna/erogazione ("Delivery site"): it is the location where, under Customer specification, the product must be delivered.

Part II. Technical Specifications. Terms of delivery.

5. Product description. Technical specifications

The requested Storage ("Product") must include the items listed below, and has to be provided according to the shipping, insurance and warranty conditions defined by the INAF-OAC Administration, as per described to a later paragraph.

Item	Description	Q.ty
SP4000C	Storage Pod populated with 48 Samsung 870 EVO 2TB SSDs	1

The Supplier has to provide freshly new and original Products, which

- must be identified with the trademark / brand of the Manufacturer;
- cannot be regenerated / reclaimed;
- must be regularly traded;

6. Delivery site

The Product must be delivered, at risk and expenses of the Supplier at the Customer Headquarters Acceptance Site: INAF – Osservatorio Astronomico di Cagliari, via della Scienza 5, I-09047 Selargius (CA) – Italy.

7. Lead time – Excusable delays

The Products must be available at the Customer premises within 3 (three) months from the Order date confirmation, according to the digitally signed document. Customer must be informed well in advance (at least 15 working days before) whenever a delay occurred. Actual justifications must be provided for the delay, and further consequences must be negotiated with the Customer.

8. Shipping and handling

DEFAULT AGREEMENT. The Customer will enforce and apply the DAP INCOTERMS 2024 rules. The Supplier is responsible for delivery of the goods, ready for unloading, at the named place of destination and assumes all risks involved up to unloading, which is at the Customer's risk and cost. Unless otherwise agreed between Parties, the Supplier cannot request remuneration for unloading costs incurred under the contract of carriage.

DAP rules require the Supplier to clear goods for export, where applicable, without any obligation to clear the goods for import, pay import duty or carry out import customs formalities.

Both parties agree that shipping and handlings expenses will be up to the Customer for the total amount of 1.290,00 EUR.

PACKAGING. According to the above cited DAP rule, the Supplier will deliver the Product with an appropriate packaging, which should be able to keep it free from *in itinere* transport and handling damages. The Customer might acknowledge to reimburse, partially or in full, the costs incurred for specific packaging, if any and reasonable, paid by the Supplier; this specific cost has to be mandatorily priced separately and will be subject to negotiations.

SHIPPING. According to the above cited DAP rule, the Supplier take the responsibility to select a suitable Carrier in order to deliver the Product, which should be able to keep it free from *in itinere* transport and handling damages. The Customer might acknowledge to reimburse, partially or in full, the costs incurred for shipping, if any and reasonable, paid by the Supplier; this specific cost has to be mandatorily priced separately and will be subject to negotiations.

RISK OF LOSS AND DAMAGES. According to the above cited DAP rule, the Supplier take the responsibility to deliver the Product at the Italian Customs Headquarters (or selected Official Local Customs Warehouse) the nearest the Customer premises (Cagliari – IT), free of damages and ready for further transportation.

Part III. Standard and Extended warranty. After sale Support.

9. Commercial and Extended Warranty

WARRANTY – Commercial - Default. The Supplier manufactured, distributed or resold Product(s) must be warranted against defects in material and workmanship for 1 (one) year from the date of shipment. In the event of a defect during the commercial warranty period, the Supplier must, also remotely, troubleshoot the emerging defect, being supported by the Customer's Technical Staff. If the troubleshooting procedure would give evidence of a hardware defect, the Customer will obtain a Return Maintenance Agreement (RMA) number and return instructions from the Supplier and return the Product (or part of it) to the Supplier for repair or replacement. Parts or equipment replaced during the commercial warranty period are warranted for the remainder of the original applicable warranty period or one hundred eighty (180) days. Such action on the part of. It is agreed that

- travel expenses / freight charges from Customer site to Supplier laboratory are not covered by this commercial warranty;
- return travel expenses / freight charges from the Supplier laboratory to the Customer site on repaired and replaced products will be paid by the Supplier;
- the commercial warranty shall automatically terminate if the product is used in other than its normal and customary manner, has been subject to misuse, accident, neglect, or damage.

10. Telephone and Online Support - Service Level Agreement

Online Support. During the commercial and extended warranty period, the Supplier, whenever needed, will provide online support (e-mail, chat, other) for troubleshooting incoming defects.

SLA will provide and include a reaction time shorter than sixteen (16) working hours. The Supplier will provide telephone numbers and e-mail to the Customer at the time of contract's signature.

11. Customs - Taxes

According to the above-cited DAP rule, the Supplier has to pay only and all the *in itinere* taxes and charges, but the Italian Customs costs and charges.

The Customer might acknowledge to reimburse partially or in full the incurred in itinere import/export extra costs paid by the Supplier, if any and reasonable. This specific cost has to be mandatorily priced separately and will be subject to negotiations.

12. Anti-corruption obligations

The Italian Corrupt Practices Act and similar anti-corruption and anti-bribery laws in other countries prohibit making, promising, or offering payments or gifts to government Officials to obtain or retain business or to secure any improper business advantage. Supplier will not offer or make any payments or provide anything of value to a Government official to influence an official action that awards business, retains business or secures an improper business advantage in connection with the Product(s). In the event of an alleged breach of the anti-corruption obligations, the Supplier shall cooperate in good faith with Customer to determine whether an alleged breach occurred. In such case, the Supplier shall furnish to Customer all information requested to establish compliance with the Customer's anti-corruption obligations.

Part IV. Inspections and Acceptance Testing. Payment

13. Factory Acceptance Testing.

The Supplier as part of the User Acceptance Testing procedure will provide a factory acceptance testing (FAT). A FAT usually includes a check of completeness, a verification against contractual requirements, a proof of functionality (by either simulation or a conventional function test) and a final inspection.

14. Periodic and in-progress inspections.

According to the specific product one or even more *in itinere* inspection(s) might be arranged and agreed between Customer and Supplier.

15. Final inspection and acceptance. Product compliance.

The Customer will carry out an on-site final inspection before accepting the product. Claims for shipment shortage or damage shall be deemed waived unless presented to Supplier in writing within ten (10) days of delivery of each shipment. and failure to make any claim within thirty (30) days after receipt of each product covered hereunder shall constitute an irrevocable acceptance of the product(s).

If defects are found leading to non-conformity, the Supplier or his representative shall be informed in writing about these defects, as well as the reasons for non-conformity. The Supplier will replace and/or repair the product at its own fully expenses within 30 working days since the notice. The Customer, on duly justified in writing request, may grant derogations.

16. Payments.

The Parties agree that the total amount of 24.298,00 EUR stated by this Agreement will cover the following items:

Item code	Item description	Unit price	Qty	Total
SP4000C	Storage Pod populated with 48 Samsung 870 EVO 2TB SSDs	€ 23.008,00	1	€ 23.008,00
	Shipping and handlings	€ 1.290,00	1	€ 1.290,00
Total due (VAT not included)				€ 24.298,00

Payment will be made upon the issue of an invoice with the following features:

- It must be headed to: INAF – Osservatorio Astronomico di Cagliari, via della Scienza n. 5 – 09047 Selargius (CA) – VAT IT06895721006
- It must show the alpha-numeric codes CIG and CUP mentioned in the Contract.
- It must be issued VAT non-included

Payments shall be made in Euro (EUR) currency within net 30 days of product acceptance by electronic funds transfer to the bank account that the Supplier will have to communicate with the Traceability of Financial Flows form. No payment in advance will be allowed.

REMITTANCE ADDRESS:

Peralex Electronics (Pty) Ltd, of 5 Dreyersdal Road, Bergvliet, Cape Town (South Africa)

Part V. IPR, Privacy, Final Statements

17. IPR

Customer acknowledges to the Manufacturer, the Supplier, and eventually their licensors, to retain all right, title and interest in and to:

- any of its intellectual property rights, including any development thereof (including all copies, modifications, improvements and derivative works thereof, by whomever produced);
- all of its service marks, trademarks, trade names or any other designations associated with their technology and products;
- all copyrights, patent rights, trade secret rights, and other proprietary rights relating to their technology and products, whether registered or not (collectively "Intellectual Property Rights").

18. Privacy

Customer agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or technical or proprietary or confidential information furnished, loaned or bailed by the Supplier.

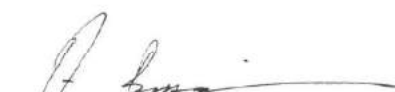
Notwithstanding any other provision herein, Supplier, Manufacturers and Customer shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property. Customer agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by parties.

19. Advertising

Supplier shall not, without first obtaining the written consent of the Customer, in any manner advertise or publish the fact that he/she/it has furnished or contracted to furnish Customer with the supplies hereunder, or disclose any of the details connected with this Agreement to any third party.

20. Any other business

Supplier and Customer will collaborate in order to fully exploit the Government goal to get the best value-for-money Product, as well as the set of above listed ancillary services. A specific and optimized Terms and Conditions attachment, which might hopefully include additional proper safety rules, can be agreed between Customer and Supplier.


Peralex Electronics (Pty) Ltd

INAF – Cagliari Astronomical Observatory



Firmato digitalmente da:
Govoni Federica
Firmato il 19/06/2024 17:57
Seriale Certificato: 2656967
Valido dal 31/07/2023 al 31/07/2026
InfoCamere Qualified Electronic Signature CA