

## Tender FAQs from Question n.1 to Question n.82

### Question n. 1

On the point 3.1 is stated that can participate in the tender all types of economic operators from any country as defined by art. 3, comma 1 lettera P D.Lgs. 50/2016: is it possible to set up a temporary grouping of companies consisting of private companies and public entities with particular regard to university bodies?

### Answer n. 1

Yes, it is possible as long as the temporary grouping satisfies, on the whole, the requisites.

### Question n. 2

On the point 3.3 regarding the selection criteria is stated that " To measure this criterion, tenderers are asked to provide the following evidences: *Provide at least 3 CVs in EU pass format, with a description of relevant references, experiences and /or previous projects (during the last 3 years) executed by the team of at least 3 researchers involved in the POSIDON project which reflects the minimum competences and capacity of the Tenderer in all the different domains of the POSIDON project, such as soil remediation, waste management and prototyping. These references will be based on previous experience of the proposed team of the Tenderers (composed of at least 3 researchers) who will be concretely working on the POSIDON project.*"

We ask for confirmation that the three researchers indicated may not have participated directly in the Posidon Project but is sufficiently important references in similar areas?

### Answer n. 2

The researchers must not have participated in the Posidon Project. The references of the members of the team who will be working on Posidon PCP have to be based on previous experiences in all different domains involved

### Question n. 3

The technical proposal of the project must be presented according to the structure indicated in Annex V, but regarding the extension of the document (Annex V), is there a limit on the number of pages to submit?

### Answer n. 3

No, there isn't a limit on the number of pages.

### Question n. 4

Regarding the economic evaluation (PCP Call For Tenders (CFT) document), the value to be taken into account in the Economic Score formula will be only about phase I? or will phases II and III also be considered?

### Answer n. 4

Yes, the only value that will be taken into account in the Economic score formula is the Actual Price for phase 1. In this phase, the values about phase II and III are estimations that do not bound the bidder.

In the following phases admitted bidders will be required to formulate binding prices for Phase II and III.



### Question n. 5

About the virtual price to be indicated in Annex 8A), is there a limit value?

### Answer n. 5

No, as stated in the CFT, the virtual price to be indicated in Annex 8A) must reflect the market prices of every type of item adopted and must be justified filling in the “Justification for the PHASE 1 economic offer” providing a breakdown of the price in terms of units and unit costs for every type of item in the contract, distinguishing clearly the units and unit costs. In the same Annex, the financial compensation valuing the benefits and risks of the allocation of ownership of the IPRs to the contractor must be expressed as an absolute value for the price reduction between the price offered in the tender compared to the exclusive development price in order to ensure compliance with the EU R&D&I state aid framework. The resulting Actual Price, that is the bid price must be less than or equal to maximum budget per Phase and per contractor, as defined in the section 2.5 in the Call for Tender.

### Question n. 6

What do you mean by feasibility study in phase 1?

### Answer n. 6

As described at point 2.1, pg. 18 and following of the Call For Tender, the feasibility study is a Phase I deliverable that will describe the financial and the technical analysis intended to demonstrate the feasibility of the proposed concepts for new solutions aimed to solve the project challenge. The lead procurer will provide a template to assure a common structure.

### Question n. 7

Will we receive a representative sample of the soils to be treated for feasibility studies at phase 1?

### Answer n. 7

No, you won't.

### Question n. 8

About the 3 CVs, is it 3 CVs/consortium members or 3 CVs/consortium?

### Answer n.8

3 CVs per consortium.

### Question n. 9

About the definitions at page 6 Of the CFT: “Services” and also “R&D Services” means the Services being provided by the Contactor in fulfilment of the Framework Agreement and any work order issued through it;

However, Economic offer, column is titled “% of activities spent on R&D”: this indicates that “Service” cannot be equal to “R&D service”, as otherwise the particular column of the Economic offer would mandatorily be



100% on all items. So, these concepts – despite one single definition on page 6, they are NOT the same: “Service” is the execution of the contract as a whole, while “R&D services” is an item feature in the economic offer subject to specific conditions on “R&D Services”, which applies in different % on cost items.

Please specify the term “R&D Service” for unambiguous use in the economic offer and respect the limits on R&D services given by the contract.

### Answer n.9

Yes, the definition at page 6 should be corrected, as it refers to the services and not “R&D services”.

Similarly, in the instruction at pg. 5 of the Annex 8 the term “R&D services’ values” should be corrected with “services”.

The term “R&D services” is described in section “A) Compliance with the definition of R&D services “ of the CFT.

### Question n. 10

*Page 6 definition: “Subcontract”: page 40 “For subcontracting (Phases 1, 2 and 3)”.*

10.1 Please confirm that definition of “Subcontract” on page 6 is the same as considered in the Economic Offer and as affected by the limitation.

10.2 Please explain which type of subcontract is considered by the following definition: “wherever they require the use of labor”; examples: outsourced lab analytics? 24h-site-surveillance are the pilot sites?

### Answer n.10

About 10.1: We confirm.

About 10.2: It constitutes subcontracting any contract involving activities carried out wherever they require the use of labor, as, for example the outsource of the lab analytics.

### Question n. 11

*About page 26 of the CFT: execution of Phase 3 in Trieste is subordinated to the authorization for experimentation ... No responsibility is assumed by the Italian Lead procurer and non-approval is the bidder’s risk. In case of non-approval or delays in approval, is the bidder considered IN BREACH OF THE CONTRACT; subject to penalties? Will the Trieste-site owner, as primary interested beneficiary, provide any support to get this approval?*

### Answer n.11

No, the cases of non-approval or delays in approval, will be managed according to 3 possible scenarios, described at pag. 28 of the CFT, including the replacement of the testing site. Trieste-site owner can’t provide any support to get the authorization for experimentation, as it is out of its area of intervention.



### Question n. 12

About page 26 of the CFT: Contractors need to set aside resources for testing the solutions on the premises of two procurers (sequentially or in parallel at the different sites).

When plans, the buyer's group plan to decide upon that issue? As we are requested to provide a cost estimate and resource planning with fixed unit prices for Phase 3 already for Phase 1 offer.

### Answer n.12

12.1 The proposal upon the sequential or parallel Phase III testing is of the suppliers. Please see also answer n. 11.

12.2. In order to submit the offer for the framework agreement and phase 1, the estimation required for Phase 3 values must be based on the execution of the field testing activities in Bilbao and Trieste.

### Question n. 13

Costs charged to the contractor: are these all costs from the site-owner/operator? If yes, when and how will they be quantified? E.g. Security and day/night surveillance 24h, it considers a lot of different costs which are not quantifiable now as long as the solution and conditions of phase 3 implementation cannot be better defined by the buyer's group.

### Answer n.13

As described at pag. 26 of the CfT, the listed costs are the responsibility of the contractor.

The conditions of phase 3 implementation are described in ANNEX\_3\_Technical Specifications and Field Test Sites Description.

As indicated in the time schedule at pg. 29 of the CfT, visits to pilot sites can be requested. All operators will be given equal possibilities, on predefined dates defined by the buyers' group. Please see also answers n. 11 and 12.2.

### Question n. 14

About page 28 of the CFT: 3 possible scenarios drawn up. On which scenario shall the cost estimate for Phase 3 be established? Remember – unit costs are fix till the end of the Framework Contract.

### Answer n.14

As defined in the CfT at pag. 28, the reference scenario, that does not depend on any responsibility or decision of the buyers' group, will be determined within the end of phase II. Under condition of successful completion of Phase II, that is a prerequisite to receiving an invitation for Phase III, the operators will be able to submit an offer for Phase III based on the scenario. Prices shall be based on the binding unit prices for all foreseeable items in the economic offer for the duration of the whole framework agreement and if unit prices are added to phase II or III offers, they shall become binding for the remaining phases.

Please see also answer n. 12.2.



### Question n. 15

About page 40 of the CFT: In case of a tender submitted by a consortium, the companies belonging to the consortium that have been appointed by the consortium for executing the agreement cannot, in turn, appoint another entity for accomplishing the task. Could you please confirm whether the understanding of this clause is “partners in 1 consortium cannot (sub)contract their tasks among each other”.

### Answer n.15

The companies belonging to the consortium that have been appointed by the consortium for executing the agreement cannot, in turn, appoint another entity of the consortium for accomplishing the task.

### Question n. 16

About page 40 of the CFT: “It should be noted that it constitutes subcontracting any contract involving activities carried out wherever they require the use of labor, if individually exceeding 2% of the amount of the services provided or amount higher than € 100,000.00 and if the cost of labor and personnel is higher than 50% of the contract amount to be awarded. I would appreciate the assurance that this rule from Art. 105 of the Italian Public Contract Code considers, that for example lab analytics (-> automated analysis and data processing) are NOT considered Subcontracting as labor/personnel executing this job is far less than 50%; while for instance “24h-surveillance at the pilot site” is indeed considered Subcontracting as by this definition, because labor is > than 50%, even it is not an R&D service.

### Answer n.16

Please see Answer n. 10.2.

### Question n. 17

*Subcontracting rule:* that the subcontracting does not exceed 30% of the amount of R&D services performed during the Framework Agreement and each of the PCP phases and that a minimum of 70% of the overall R&D services in each phase will be performed by the Tenderer or the Contractor or at least by full/subsidiary companies thereof; in the absence of such indications, subcontracting is prohibited.

19.1. Please confirm the understanding of this rule that: the total of individual subcontracts in one Phase may not exceed 30% of the Virtual Price of that Phase?

19.2. What’s the difference between “Tenderer” and “Contractor”?

### Answer n.17

About 19.1: Yes, we confirm

About 19.2. Before the Framework Agreement is signed an economic operator is a “tenderer”. After the signature of the Framework Agreement it’s a “contractor”.

### Question n. 18

About page 41 of the CFT: the indication (for the execution of each kind of homogeneous assigned task) of a subcontractors number of less than three, according to art. 105, paragraph 6, of Legislative Decree n.



50/2016. Could you please confirm whether I understand correctly this section of the Italian Public Contracting Code: for any and each Subcontract planned, we have to include at least 3 different options/NAMES of providers?

### Answer n.18

Yes, you have to.

### Question n. 19

Page 48: when the value of the risks equals or exceeds the value of the benefits, the financial compensation offered by vendors may be zero.

Please confirm whether I understand this condition correctly and that the economic offer can equal the budget available for a contractor per phase

### Answer n.19

Yes, we confirm. The economic offer must be justified as indicated in Annex 8A). Please see also answer n. 5.

### Question n. 20

Annex-8\_Economic-offer-Form-and-on-off-award-criteria.docx - *Table/format*.

Are bidders allowed to add lines to the template; e.g. to dedicate 1 line per person in “Personnel Costs”?

### Answer n.20

Yes, they are allowed and they have to add as many lines as there are items to be adopted for each cost category.

### Question n. 21

*Phase 3 cost estimate “assuming field testing sites in Bilbao and Trieste”.*

Please confirm the interpretation of “assuming...” that Phase 3 budget can be settled from scratch at the end of Phase 2 – Certainly, still respecting already fixed unit prices in the Framework Contract; but with the option to add new concepts/cost items that turn out to be necessary for the implementation in Phase 3.

### Answer n.21

Please see answers n. 12.2 and 14.

### Question n. 22

About annex 9 - Selection criteria and on-off award criteria. *Availability of financial and organisational structures for management, exploitation and transfer of IPRs and for generating revenue by marketing commercial applications of the results:*

Which type of information are bidders expected to register in this section in order to satisfy this criterion? Financial indicators of the Annual accounts? Text descriptions of the organisation? Examples of previous R&D



exploitation cases? Which extension is this section ought to have to keep it manageable for the Buyer's group on the one hand; and to AVOID any anticipation of content related to technical assessment criteria?

### Answer n.22

According to Annex 9, bidders are requested to declare the "availability of financial and organizational structures for management, exploitation and transfer of IPRs and for generating revenue by marketing commercial applications of the results", providing the name and specific responsibility of the responsible organizational structure. The declaration must not include any reference to the technical offer. No financial indicators, nor examples are required in this section.

### Question n. 23

Is the time schedule unchangeable by the procurers?

### Answer n.23

The provided time schedule is provisional and the Lead Procurer reserves the right to adjust the time schedule later on if necessary. This will be communicated in a timely manner to all tenderers and contractors.

### Question n. 24

*About page 31 of the CFT:* IPR/ access rights to use the results (for IPRs until their expiry date) for their own purposes, on an irrevocable, world-wide, royalty-free, non-exclusive, not on a commercial basis and at no additional cost. This includes all Intellectual Property Rights of what has been developed as part of the solution design.

24.1 Could the Buyers please describe or give an example of what they consider "use the results for their OWN PURPOSES"?

24.2 What is meant in this context by "expiry date"; likely the result or prototype might not be 1 single patent – which would be rather easy to handle, but a combination of results, with different protection measures. Please specify this "expiry date" or other temporal limitation that shall apply on access rights as by the understanding of the Buyer's group.

24.3 The IPR rights are for ALL members of the buyer's group or only those, where pilot-site implementation was done?

Is the access right granted to affiliate companies of the buyer's group and in case it is, who are they?

24.4 In particular, what's the plan of 'own purpose use' for results produced by contractors without continuation till Phase 3 & beyond?

24.5 Please confirm that the access rights is to the results AS THEY ARE a the time of finishing the Framework Contract (insatisfactory or only satisfactory completion), excluding any updates, corrections, maintenance, nor additional documentation.

24.6 The fall-back option of IPR going back to the Buyer's group affects contractors of phase 3 or ANY contractor of any stage?



## Answer n.24

24.1 An example could be the use for the preparation and description of the requirements for the following and separate procurement for end-products or intervention (PPI).

24.2 Referring to access rights to multiple IPRs their expiry dates should assure to perform the POSIDON project.

24.3 The use of the results is limited to all members of the buyers' group, involving the lead procurer, as listed at pag. 22 of the Call for tender.

24.4 The IPRS regime and the right to use the results produced by contractors, include by definition all IPRS of what has been developed as part of the solution design (Phase 1), the prototype development (Phase 2) and the original development of a test series and field testing (Phase 3).

24.5 The relevant obligations are defined in art. 5 (5.3 and 5.5) , art. 8 (8.2) and art. 9 of the Framework Agreement. The IPR regime and treatment applicable to this POSIDON PCP is described in section 2.7 of the PCP Call for Tender.

24.6. Regarding the IPRs management framework, as stated at pg. 31 of the Call for Tender there are different situations that could affects contractors. The right to require the Contractors to transfer to the buyers' group the ownership of the IPRs, could intervene if Contractors don't seek for protection for results that should be protected or fails to comply with their obligation to commercially exploit the results, but also in case they use the results to the detriment of the public interest (including security interests), that could occur in each phase.

## Question n. 25

*About page 39 of the CFT:* tenderers are requested to list the pre-existing rights for their proposed solution in their offers; please provide a recommendation for the information at least necessary to be represented in this list.

## Answer n.25

As described at pg. 38-39, the tenderers are requested just to list the pre-existing rights for their proposed solution in their offer: in this case we haven't defined as necessary some information so the tenderers can list the rights as they wish.

We will give to the contractors a format just for the declaration will be required within 2 weeks from the signing of the PCP framework agreement (which will be created to provide the lead procurer with a list of the pre-existing rights it holds and/or has access to and a list of the software necessary for the operation of the prototype and first pilot testing solution that will be developed during the PCP, specifying which software is closed source software)

## Question n. 26

*About page 46 of the CFT- A) Suitability ... National register/Italian register.*

26.1 Is it considered sufficient, if our organisation is IN PROCESS of receiving the national (not italian) authorization for execution of soil contamination at the date of submitting the offer? Certainly, Annex 8 would include that condition accordingly. If it NOT considered sufficient, I understand it has to apply for the "Albo Gestori



Ambientali”. Hence, as soon as it receives the national certification, already in process, it can withdraw the Italian register or does it need to maintain that registration process either and incur in double expenses for equivalent registers, at is was condition to access to Phase 1?

26.2 Could you please confirm that the necessary registration, initiated only for the purpose of this PCP, is Categoris 9/10 Classe D; as this threshold covers the value of the actual Soil remediation task in Phase 3?

26.3 In case the register was initiated only for the purpose of this PCP, can the annual costs and costs of the required bank guarantee, of this register be considered as cost item for determining the price in Phase 3?

## Answer n.26

About 26.1 Yes, it is considered sufficient. Please see CFT page 46, chapter A) Suitability to pursue the professional activity in the decontamination domain.

About 26.2 For any clarifications about the registration at Italian “Albo Gestori Ambientali”, please ask them directly. “Albo Gestori Ambientali” provides technical assistance in English by email, writing to support@albogestoririfiuti.it, or by telephone, calling +39 051 631 67 77 (Tuesday and Thursday from 14.00 to 18.00).

About 26.3 The estimation of the Phase III price is in the full and exclusive responsibility of the bidder.

## Question n. 27

We understand that digital signatures done with officially recognized and verified from the national Authorities of the bidder’s country are accepted. Please confirm this.

If YES, please be aware that it is technically impossible to sign EACH SHEET as digital signatures embrace a document as a whole; but not single pages. If you do NOT handle digital signatures, please confirm whether you accept separate signature sheets from partners and/or digitally included/scanned signatures? It is not possible to obtain, with reasonable efforts and costs, original signatures on the offer in case of a multinational/geographically distributed consortium – or only under the condition of accepting unreasonable shorting of preparation time for THAT proposers, as transportation of originals requires its time.

## Answer n.27

We accept digital signatures. In particular we accept .pdf digitally signed with PADES or CADES signature or with other international standards. The .pdf – digitally signed - will be loaded on digital support such as CD, DVD or USB device respectively inserted in the envelopes A, B or C.

## Question n. 28

*Annex 8a – Other expenses*

Could you please provide examples of “other expenses” which are accepted as such under this category.

## Answer n.28

Please see answer n. 26.3



### Question n. 29

*Annex 8b – in case of competitors in temporary association of companies, or a consortium not yet constituted in the forms of law: please clarify whether Annex 8B has to be signed INDIVIDUALLY by each member of the consortium (thus, providing several Annex 8B); or whether 1 single Annex B shall be signed by all members*

### Answer n.29

Please see the instructions of Annex 8B, pg. 6.

### Question n. 30

*The total value of products offered in phase 1 must be less than 50 % of the value of the phase 1 (and of the overall value of the Framework Agreement).*

Works such as commissioning analytics to an external lab, local collaboration for on-site logistics and e.g. 24h surveillance, as requested for Phase 3, which are necessary for the execution of the work, which do not produce results, neither contribute to the technological solution itself – despite they are necessary for correct execution – can be considered PRODUCTS?

### Answer n.30

The activities and works that aren't spent on R&D but necessary for the correct execution could involve personnel costs, as well as other expenses and other cost categories and couldn't be considered as products.

### Question n. 31

*Declaration: To be aware that, in accordance with the General Data Protection Regulation, the personal data collected will be processed, also through IT devices, exclusively for the purpose of this procedure.*

Could you please explain the purpose of this declaration inside the ECONOMIC OFFER? Isn't this a generic declaration already included in Annex 1?

### Answer n.31

Envelope C is composed by Annex 8 A – Economic offer and Annex 8 b - Declaration of honour about on/off criteria (letters A and C).

The reference to the General Data Protection Regulation relates only to Annex 8 B, which consists of declarations, not to the Economic offer.

### Question n. 32

*Declaration “To be aware that the Lead Procurer reserves the right of randomly verifying the declarations provided, in order to check their veracity.”*

--> please explain which type of VERIFICATION is considered

--> please explain whether this verification refers to the Economic Offer or the declaration on the GDPR



## Answer n.32

According to Italian Legislative Decree n. 50/2016, artt. 85 and 86, the procurer must verify the declarations provided from the economic operator. For example the Lead Procurer could verify that the staff working on the specific contract is the one indicated in the declaration.

The verification, in this case, refers to the declarations provided in Annex 8 B - Declaration of honour about on/off criteria (letters A and C).

## Question n. 33

*Page 56, 4.1. counter signed envelops.* As previously its explicitly require that specific Annexes have to be signed by EACH organisation forming part of a joint tender/consortium; there is no such instruction for the envelopes. Please confirm that therefor it is correct, that these are signed by the leader of the joint tender and “all the components of the joint tenders must be reported”; which means – identified, but not with individual signatures

## Answer n.33

Yes, we confirm.

## Question n. 34

Since the competition is open to both individual persons (freelancers) and companies, what do you mean in the quotation mark?

“also attaching the proof of registration and/or authorization to/by the Registry/Authority in the country of origin, with specific reference to the possession of requirements for the execution of site-decontamination interventions; “,

Should the companies be registered in the national register of “Albo nazionale dei gestori ambientali”, and for freelancers?, must they be registered in particular professional registers?

## Answer n.34

The selection criteria are described at point 3.3 of the CFT. The criterion “Suitability to pursue the professional activity in the decontamination domain” is described at point 3.3, let. A (pag. 46 CFT). There aren't particular requirements for the professionals.

## Question n. 35

The offers for phase 1 including feasibility, and for phase 2 and 3, for which a buggettaria evaluation of the interventions are requested, must be binding, and not susceptible to changes both from an economic and technical point of view, and this as it can be implemented explicitly way since the buggettary evaluation has been obtained from a feasibility study, which, as we know, can produce significant deviations from the real operating conditions ?

## Answer n.35

For Phase 1 is mandatory to compute the total Virtual Price (A), the compensation value, quantifying, therefore the Actual price (B), that bound the bidder and will be included in the formula to award the Phase



1 contract on the most economically advantageous tender criteria, in compliance with art. 95, paragraph 2 of Legislative Decree no. 50/2016.

In the same phase, it is required to provide an estimate of the Phase 2 and Phase 3 R&D services' virtual values. The quantities of the resources adopted and the economic values for Phases 2 and 3 are estimates that do not bound the bidder. Please see also answers n. 14 and 38.

### Question n. 36

On page 16 of the aforementioned document (Section F.1.1) there is a table which compares the regulatory concentration limits of the land in the various countries involved (Italy, Basque Country, Belgium) with the limits values set for the Posidon project (Posidon PCP), as indicated in the text of the document: "... Target concentration levels for all of them will be based on the future land-use of POSIDON brownfields. Limit values for different national/regional regulation are compiled in the following table, as well as a reference value defined within the framework of POSIDON project. Solutions achieving more stringent values (i.e., enabling a wider range of land-uses for the brownfields) will be preferred, meaning that the higher the concentration of pollutants is reduced the better will be scored".

In order to better understand the logic of the intervention supposed by the Contracting Authority and to prepare a technical offer in line with the expectations, our questions are:

1. Is it possible to understand how the above reference limits have been calculated?
2. For what reason it did not refer to the regulations in force in the various countries concerned ?
3. Can the remediation works -that differ from the regulatory provisions in force- be authorized by public bodies in those countries?

### Answer n.36

About 36.1. POSIDON PCP concentration limits reported on pages 16-17 of the CFT have been set by choosing, for each compound, the most challenging limit between the industrial use in Italy and the residential use in Basque Country.

About 36.2. Each column of table on page 16-17 of the CFT refers to the legislation in force in the various countries. Posidon PCP limits have been set as explained in answer 36.1.

About 36.3. Please note that the object of POSIDON procurement is not site remediation, but rather to trigger the research and development of multiple innovative also alternative, concepts and solutions to be tested (R&D services).

### Question n. 37

Regarding the 13 capabilities:

- a. Is it an absolute necessity that the proposed technology will work on both organics and metals; or is this an evaluation criterion where you get more points if the proposed technology does this?
- b. The same question applies to the other 12 capabilities. (p17)



## Answer n.37

About 37a. and 37b. F1.1 to F1.13 are award criteria for the evaluation of the Technical Offer and each of them will be scored as indicated in chapter 3.5 (page 49 and following) in the Call for Tender.

## Question n. 38

Regarding our proposal for phase 2 and phase 3:

- a. From the assessment criteria and evaluation procedure we gather that, at this stage, we will only be evaluated on Phase 1 and that the criteria for phase 2 will need to be assessed against a brand new proposal (after completing phase 1). Is this correct?
- b. If we are only evaluated on the assessment criteria for Phase 1: why do we have to include our plans and methods for Phase 2 and 3?
- c. If we are not, at this stage, only evaluated on our proposal for Phase 1: What is the level of detail required for the proposal for phase 2 and phase 3? From our understanding of the tender documents, it seems we need to give our plans and methods; not an actual detailed proposal. The main question is then: how is the description of phase 2 and 3 evaluated/scored?
- d. For the financial aspect of the proposal, we have the same questions regarding phase 2 and 3: are we at this stage only evaluated on the price for phase 1? If so, why do we need to give price information for phase 2 and phase 3? How will these be assessed?

## Answer n. 38

1. As stated in section 3.5 of the CFT, tenderers will be notified of decision on awarding Phase I contract (and the Framework Agreement), based on the most economically advantageous tender award criteria, in compliance with art. 95, paragraph 2 of Legislative Decree no. 50/2016. In addition to price, the weighted award criteria includes qualitative technical aspects defined in the CFT.

After the Phase I contract execution, the Contractor that has successfully completed Phase I will be invited to submit an offer for Phase II. A second public opening of the offers will be organized, and the tenderers will be notified of the Phase II award decision. Following the award decision and signing of the Phase II contract, the contractor will execute the phase II and be assessed as described in the section 9.4 of the Framework Agreement. Only Contractors that has successfully completed Phase II will be invited to submit an offer for Phase III. A third public opening of the offers will be organized, and the tenderers will be notified of the Phase III award decision. The assessment and the completion of Phase III is described in section 9.5 of the Framework agreement.

2. At this stage it's requested to provide an estimation of the PHASE 2 and PHASE 3 R&D services' virtual values (B), filling in the Annex 8A), not to submit the technical offer for phase II and III, as described in answer X.1. Please consider that for Phase 2 and 3 are not required the actual prices. By submitting Phase I offer, the Contractor accept the general conditions set not only by the Contract for Phase I but also the Framework Agreement. By the signing of the Framework Agreement the Contractor has the obligation of performing the Services within the scope of the 3 respective Phases.

3. No, at this stage it's not requested nor possible to develop the proposal for phase 2 and 3, that will be required to contractors in case of successful completion of Phase 1 and 2, respectively.



4. Yes, the evaluation will be based on the Phase I actual price, adopting the formula at pg. 50 of the CfT. The quantities of the resources adopted and the economic values for Phase II and III are estimates that do not bound the bidder. Furthermore, only unit costs must be kept constant, except for adequately justified changes, also for presenting potential future bids for PHASE 2 and PHASE 3.

### Question n. 39

Are we allowed to propose more than one potential technology and evaluate these against each other in Phase 1 (and potentially also Phase 2)?

### Answer n. 39

You're not allowed to submit multiple offers each referred to a technology. The art. 32, comma 4, D.Lgs. 50/2016 states that "Each competitor cannot submit more than one bid". In the offer you have to describe the assumptions, the methods of conducting the research, including risk management.

### Question n. 40

I understood that in Phase 3 each of the two selected consortia will need to perform 2 pilot test: one each on Bilbao; and one each on Trieste/Belgium. Can you confirm?

### Answer n. 40

Yes, we confirm.

### Question n. 41

For fieldwork under Phase 2 and Phase 3 we would like to work together with our sister company (both we and the sister company are fully owned by the same parent company). Do we count this as subcontracting?

### Answer n.41

If you don't want to participate as a temporary business grouping, ordinary consortium, aggregations of companies belonging to a business network, you have to consider that relationship as subcontracting.

### Question n. 42

It is stated that a subcontracting declaration or subcontracting statement needs to be completed and signed 'in the first phase'. Does this mean we have to include this as part of our submission? Is there a template, I don't see this in the annexes.

### Answer n. 42

If the bidder intends to subcontract part of the services, it must fill section D, Part II of the ESPD with the related information and attach the subcontracting statement described at page 40 of the call for tender. For the subcontracting statement there are no annexes.

### Question n. 43

We don't understand the following: "It does not constitute a reason for exclusion but implies, for the bidder, the subcontract prohibition:

- the omitted statement of the subcontractors under the conditions set out in article 105, paragraph 6, of Legislative Decree n. 50/2016;



*- the indication (for the execution of each kind of homogeneous assigned task) of a subcontractors number of less than three, according to art. 105, paragraph 6, of Legislative Decree n. 50/2016;"*

Can this be further clarified?

### Answer n.43

As defined at pg. 41 of the CFT, subcontracting cannot be authorized (but the bid of the tender is accepted) if:

1. the tenderer doesn't indicate the subcontractors;
2. the tenderer indicate the subcontractors in a number less than three for each homogeneous provision;
3. the subcontractor participates in the procedure.

### Question n. 44

When will we have access to the report template for Phase 1? Before or after April 1st?

### Answer n. 44

The end of phase report template (Annex 6) is already available and downloadable together with the other tender documents.

### Question n. 45

Can you explain the following sentence from Annex 8.a : "The total value of products offered in phase 1 must be less than 50 % of the value of the phase 1 (and of the overall value of the Framework Agreement)"

### Answer n. 45

Not only the value of products must be less than 50% of the overall value of the Framework Agreement, condition that could be verified at completion, but also for a single phase.

### Question n. 46

In the call for tenders page 62, it is written: "Payment schedule for Phase 1 will be 100% after completion of the solution design and feasibility studies (Phase 1)". Meanwhile, in other parts of the PCP and especially in the table of page 28, it is written that a prepayment of 20% is scheduled. Which sentence is correct?

### Answer n. 46

As stated in the Framework Agreement and p.28 a pre-payment equal to [20]% of the Price for Phase I after signing the Phase I Contract, is scheduled.



### Question n. 47

Can we change of main contractor between each phases? For example, in a consortium with 5 companies (A, B, C, D and E), E is main contractor in phase 1, B is main contractor in phase 2 and D is main contractor in phase 3.?

### Answer n. 47

No, you can't. The main contractor of the Framework Agreement will be the same that will conclude the phase contracts.

### Question n. 48

Technical questions about PCP CALL FOR TENDERS (CFT): Posidon is requesting a technology to reduce contaminants concentrations for a number of contaminants including lead and arsenic (if present) to a threshold limit values. Does it mean that the total element content of arsenic and lead in soil must be reduced up to the threshold limit values? Could the threshold limit value be reached by accounting for the "bioaccessible fraction" of these elements?

### Answer n. 48

The reduction is intended (and measured) for the total element content.

### Question n. 49

In order to propose a technology to reduce lead and arsenic, it would be of crucial importance to have information regarding their speciation and to have information regarding lixiviation tests.

### Answer n. 49

Information about speciation isn't available, since, for example, Italian legislation regarding soil and water pollution, does not take into account chemical speciation but rather the total content of each contaminant. Lixiviation tests either are not available.

### Question n. 50

What are the units of the last column of the table in page 16?

### Answer n. 50

The units are mg/kg.

### Question n. 51

About Annex -3\_ Technical Specification and Field Test Sites Description:

- 51.1 Page 26, Figure 177. The name of the sampling points is not clear. Could you provide a better resolution image?
- 51.2 Piezometers on Figure 166 (page 23) and Figure 177 (page 26). We would like to know de depth of each piezometer and a geological description.
- 51.3 Page 27. Results of soil chemical analysis. We would like to know the depth of each sample and the location of the sampling points.
- 51.4 Page 28. Results of groundwater chemical analysis. We would like to know the location of the sampling points.



- 51.5 Page 13, figure 11. We would like to know the depth of each sample

*Answer n. 51*

51.1 Please [click here](#) to download a high-resolution version of Figure 177

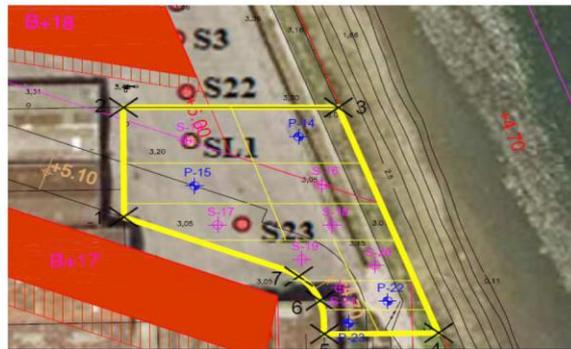
51.2 Information about the piezometers in figure 166 (page 23) are not available because those were made in 2013 and Ayuntamiento de Bilbao couldn't find information about them. With respect of the piezometers in figure 177 (page 26) the depth of each sampling point is in table of page 27 with the physicochemical characteristics of the soil. The groundwater chemical results in page 28 about those piezometers are taken superficially, just where water is found. There is no more geological description about the soil than physicochemical characteristics or general descriptions for all the area.

51.3 The depth of samples are in the same table; for each hole can be different samples and for each sample it's detailed the depth (in the first row of the table). The locations of the boreholes are the following:



NORTH TIP					
SAMPLING POINTS			LIMITING POINTS		
	X	Y		X	Y
S1	502.705.266	4.792.280.299	8	502.746.413	4.792.197.043
P2	502.711.741	4.792.279.411	9	502.688.637	4.792.204.719
S3	502.704.588	4.792.265.957	10	502.694.673	4.792.239.511
S4	502.714.171	4.792.267.900	11	502.702.460	4.792.284.060
P5	502.704.239	4.792.257.027	12	502.713.174	4.792.284.472
S6	502.716.113	4.792.258.515	12	502.729.698	4.792.241.596
S7	502.703.449	4.792.241.730			
S8	502.719.544	4.792.244.459			
P9	502.702.741	4.792.223.809			
S10	502.721.636	4.792.225.821			
S11	502.703.044	4.792.208.912			
P12	502.730.261	4.792.212.096			





SOUTHEAST TIP					
SAMPLING POINTS			LIMITING POINTS		
	X	Y		X	Y
S13	502.770.453	4.792.085.103	1	502.760.183	4.792.070.867
P14	502.788.880	4.792.085.771	2	502.760.071	4.792.091.184
P15	502.771.782	4.792.076.614	3	502.795.372	4.792.091.262
S16	502.792.728	4.792.076.856	4	502.811.845	4.792.049.290
S17	502.775.569	4.792.069.353	5	502.793.095	4.792.049.054
S18	502.794.399	4.792.069.277	6	502.792.481	4.792.055.309
S19	502.789.404	4.792.062.965	7	502.788.866	4.792.059.712
S20	502.801.463	4.792.061.862			
S21	502.795.670	4.792.057.635			
P22	502.803.504	4.792.055.150			
P23	502.797.089	4.792.051.056			

51.4 Please see answer 51.3

51.5 The depth of the samples reported on page 13, figure 11 of Annex3 (and in the explanatory table on page 59) are the following:

Survey no.	Sample name	Depth (m b.g.s.)
EZ1	terreno EZ1-1	0,6-0,8
	terreno EZ1-2	2,4-2,7
	terreno EZ1-3	3,6-3,8
EZ2	terreno EZ2-1	0,6-0,8
	terreno EZ2-2	1,2-1,4
	terreno EZ2-3	3,6-3,8
EZ3	terreno EZ3-1	0,7-0,9
	terreno EZ3-2	2,7-2,9
	terreno EZ3-3	3,7-3,9
EZ4	terreno EZ4-1	0,5-0,7
	terreno EZ4-2	2,2-2,4
	terreno EZ4-3	3,6-3,8
EZ5	terreno EZ5-1	0,6-0,8
	terreno EZ5-2	1,5-1,7
	terreno EZ5-3	3,4-3,6
EZ6	terreno EZ6-1	0,6-0,8



	terreno EZ6-2	1,3-1,5
	terreno EZ6-3	3,7-3,9
EZ7	terreno EZ7-1	0,6-0,8
	terreno EZ7-2	1,6-1,8
	terreno EZ7-3	3,7-3,9
EZ8	terreno EZ8-1	0,4-0,7
	terreno EZ8-2	2,4-2,6
	terreno EZ8-3	3,6-3,8

### Question n. 52

I would like to know what type of entities can participate. Where can I find this information?

### Answer n. 52

Please, see point 3.1 of the Call For Tender.

### Question n. 53

We are a related Company, in the way that the 70% of the nominatives share belong to this second company.

We want to know if it is possible for the both of us to take part to the tender as a consortium or group of companies.

### Answer n. 53

Yes, you can and you have to declare it in Annex 7 and in the ESPD.

### Question n. 54

After studying the annex 3bis, on page 12, there is a reference to figure 9. Meanwhile, the figure 9 is missing and is interesting because the location of test fields will be put in it. Can you provide the figure 9?

### Answer n. 54

On page 12 of Annex3bis there is a typing error. The correct reference to test sub-fields in “Laminoir de la Rochette” brownfield is figure 8 on page 11.

### Question n. 55

Do the Heavy Metals found at the target sites have to be removed completely from the environment (to reach the target limits set forth), OR should/could they be immobilized inside the environment and stay there with minimum (virtually no) potential to move?

### Answer n. 55

Both proposals will be admitted to the technical evaluation. Please note that the proposed technology will be evaluated following POSIDON PCP capabilities and award criteria – page 49 and following of the CFT.



### Question n. 56

On Annex 3, page 17, figure 13, several results from borehole are described. Some of them have indications of the depth (S67, S73), but the other have different names (for example EZ5 with terreno EZ5-1, EZ5-2 and EZ5-3; this is the same for drilling EZ1, EZ2 and EZ3). Are these names corresponding to a certain depth? What is the difference between the several names?

### Answer n. 56

Please see answer 51.5.

### Question n. 57

57.1 Can the documents be signed with a digital signature (image pasted into word file and then printed, or signature on pdf file and then printed, or...)? Or do they need to be physically signed?

57.2 In case physical signature would be needed: how do we do this for documents that require more than one signature, from different consortium partners? Is a copy okay? Or do we need to send one original around for signing by all partners?

### Answer n. 57

Please, see answer n. 27

### Question n. 58

Regarding Annex 4:

- a. What are the options for 'official legal form' (top of p.2)? Is this something like 'large company', 'SME', ...? Or the official legal structure which often cannot be easily legally translated? Or something else?
- b. Article 7 doesn't seem to apply to us, can we strike this out?
- c. Where options are given, can we strike out the ones that don't apply, for clarity?

### Answer n. 58

- a. By "official legal form" we mean the type of company, i.e. Limited Liability Company, Corporation, etc.
- b. The bidder can strike the paragraph out, specifying that that rule doesn't apply.
- c. Please, see answer b.

### Question n. 59

Regarding Annex 5:

- a. In the table on p2, we need to give two percentages (column 3): first the percentage of the partners share in the consortium, second the percentage of activities in EU member states. Is the second percentage based on the total project, or on the partners share? For example: if a partner has 38% share in the project and does all its activities in EU member states, do you put '38% and 100%' or '38% and 38%'?



b. At signature page (last page) there is only one heading for the details of the signing party. Do we need to include separate headings for the other consortium partners, or is just the lead partner enough?

### Answer n. 59

a. In the table p2 you are required to declare the % of the partner share. The total requirement (at least 65% of the total value of the R&D services is created within the EU Member States and Associated Countries) must be declared in Annex (B) p.7.

b. As defined at pg. 1 of the Annex 5 *“If the competitor is a temporary association of companies, or a consortium not yet constituted in the forms of law, the technical offer must be signed by all the subjects that belong to the competitor, under penalty of exclusion from the tender.*

*If the competitor is a temporary association of companies, or a consortium already established in the form of law, the technical offer can be signed by the sole legal representative or by the procurator of the mandatory company or the consortium”.*

### Question n. 60

Regarding Annex 9:

- a. Do we need to fill out one form for the consortium, or one form per partner?
- b. In case we need to fill out one form for the whole consortium: is it enough that the lead partner signs? Or do we alter the form to include the data for all partners?
- c. In case we need to fill out one form per partner: do we include only the team members of the signing partner (first question on p3), even if this is not minimum three per partner, but minimum three in total? Or do we list all team members, on each of the forms?
- d. Are we correct in assuming that the criteria don't have to be met by each partner individually, but can be met by a combination within the consortium?

### Answer n. 60

- a. One form per partner;
- b. Please, see answer a;
- c. The bidder must include only the team member of the signing partner (please see answer n. 27);
- d. Yes, criteria have to be met by the members of the consortium.

### Question n. 61

Regarding Annex 10:

- a. Do we need to fill out one form for the consortium, or one form per partner?
- b. In case we need to fill out one form for the whole consortium: how do we alter the form to include the data for all partners?



- c. In case we need to fill out one form per partner: what contact details do we give under article 5? The contact details of each partner separately? Or for both partners the contact details of the lead partner?
- d. Where options are given, can we strike out the ones that don't apply, for clarity?

### Answer n. 61

- a. One form per partner;
- b. Please, see answer a);
- c. Contract details of the partner who's filling the annex;
- d. Yes.

### Question n. 62

Regarding Annex 8:

- a. Do we need to fill out one form for the consortium, or one form per partner?
- b. In case we need to fill out one form for the whole consortium: how do we alter the form to include the data for all partners?
- c. In how much detail do we need to list the staff (p7)? Is it enough to list the main researchers? In case we need to fill out one form per partner: do we include only the staff of the signing partner (first question on p3)? Or do we list all staff, on each of the forms?

### Answer n. 62

- a. One form for the consortium;
- b. As specified in page 2 of annex 10, "*(in case of business grouping or Consortia, the data of all the companies belonging to the grouping/consortia must be provided)*". You can copy and paste the paragraph "*I, the undersigned (name of the company), domiciled in (city), (address), Tax Identification Number \_\_\_\_\_, VAT number \_\_\_\_\_, registered in the company register of (country, city) at the n. \_\_\_\_\_, represented by its (e.g. attorney, CEO) and legal representative Mr./Mrs. \_\_\_\_\_*" as many times as the number of the partners and fill the document with the data of each partner. In any case, the declarations must be referred considering the whole consortium.
- c. You have to list all the researchers (at least involved in phase 1), providing one single declaration referred to the entire consortium.

### Question n. 63

Tenders may contain information on potentially patentable processes. Is the content of tenders public or confident? Will the agreement of nondisclosure between parties be signed?

### Answer n. 63

Relating Annex 5, you are required to indicate what parts of the tender are confidential, specifying why disclosure of such information may be harmful to you. Furthermore, according to Art.12 – *Confidentiality*



and subsequent articles of the Annex 1 – Framework Agreement, the Parties shall keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of the Framework Agreement and Specific Phase Contracts and up to [4] years after their end. The non disclosure conditions are included in the framework agreement, which will be signed after the Phase I awarding notification.

### Question n. 64

We are a team of researchers of a University, who, will collaboration with two other teams, would like to apply our solutions for POSIDON as a consortium.

Our team, at the same time, is establishing a firm with focus on soil and groundwater remediation. The procedure for establishing the company takes time, and unfortunately will not be completed before the deadline for call for tender.

We would like to ask whether it is possible to apply as University now, and upon founding the firm, acquiring the requirements, and agreement of other members of the consortium, firm takes over the roles and obligations of University.

### Answer n. 64

As defined in FAQ n. 1, you can apply as a University or as a consortium if you satisfy, on the whole, the requisites. After the signature of the framework agreement and the phase I contract, is possible a subjective modification of the contractor only if this results from corporate restructuring, including disclosures, mergers, demergers, acquisitions or insolvency and the new economic operator fulfills the initial requirements.

### Question n. 65

On p. 24 of CFT document, sect. 2.4. “Tenderers are therefore asked not only to submit their detailed offer for Phase 1, but also to state their goals, and to outline their plans (including price conditions) for phase2 and 3 - .... What are “price conditions” ?

### Answer n. 65

Tenderers are asked to submit **Annex 5**, describing also their goals and plans referred to industrialization and commercialization, as well as field testing and proposed method to analyze the results **according** to the template. The required price conditions are specified in **Annex 8A)**. In particular tenderers are required to fill in the table providing an estimate of the PHASE 2 and PHASE 3 R&D services’ values (that do not bound the bidder) and a breakdown of the price in terms of units and unit costs for every type of item in the contract, distinguishing clearly the units and unit costs.

### Question n. 66

During the initial part of Phase 2, would the contractors be allowed to take samples (approx. 50 kg) from each of the subareas where the Phase 3 pilot tests will be carried out?

### Answer n. 66

Contractors will be allowed to take samples from Posidon sites only after being specifically (for each site) authorized by site-owner and, if needed, by local and/or national public bodies (for Trieste site, the Italian Ministry of Environment).



### Question n. 67

On p.17 F1.13 what does “road access limitations” refer to?

### Answer n. 67

It refers to any possible restriction, both total or partial, temporary too, to the vehicular traffic along public roads caused by the field testing activities.

### Question n. 68

Phase 3 field tests. Could you please explain the requirements on areas and volumes of field tests discussed in p.4 of Annex 3?

The contractor is to test 2 subareas of approximately 500 m<sup>2</sup> of surface, each, for each of the two sites (Trieste or Wallonia and Bilbao), therefore a surface of approximately 1000m<sup>2</sup> for each site.

### Answer n. 68

Each contractor in Phase3 will test its technology in one sub-field of approx. 500m<sup>2</sup> in Bilbao and one sub-field of approx. 500m<sup>2</sup> in Trieste or in Chaudfontaine, following the scenarios on page 28 of the CFT

### Question n. 69

The volume of the soil to test is both for Trieste and Bilbao of 1800 m<sup>3</sup>?

### Answer n. 69

According on Annex3, page 4: [...] *the total volume of soil is approximately 1.800 m<sup>3</sup>. In Trieste, the depth of 3 m is the main target of the decontamination tests. In Bilbao (and/or possibly in Wallonia), the final depth for field testing will be set by operators according to the distribution of pollution, which varies along the field test from superficial layers up to 5 m depending on the sampling point, and average depth of 2.5 m and according to the ability of the technology.*

So, yes, the volume is approximately of 1.800 mc both in Trieste and in Bilbao.

### Question n. 70

The contractor need to perform a test also within a utility and service area of 3000m<sup>2</sup> at each site? Would the 1800m<sup>3</sup> of testing volume include the tests in the utility and service areas?

### Answer n. 70

The utility area does not include the test sub-field area; it is not for technology-testing purpose but rather to allow contractor to store vehicles and utilities, to place machinery, to place workers facilities and any other work-related activity.

### Question n. 71

Which party is responsible to acquire the permits for application of the proposed solutions? The bidders, or the POSIDON coordinator will take care of the required permits for example for drilling wells, injection of reagents, excavation, etc.?

### Answer n. 71

Please see milestone M1.7 on page 19 of the call for tender: the submission of the technical dossier to the Italian Environmental Ministry to require the authorization for field tests is in complete charge to the awardees of Phase 2, to be done at the end of Phase 1.



### Question n. 72

In the instruction of pg. 29 of the Cft, is indicated “tbd – Visits to pilot sites (no technical characterization is permitted)”. In the context of this tender “tbd”, which normally means “to be defined”, shall mean here “to be requested by the candidate”?

### Answer n. 72

Yes, you can request to visit the pilot sites and the visits can take place since the tender closing time - 1st april 2019, 12.00 (CET).

### Question n. 73

Do we have to pay the fee indicated in ANAC website when you insert the CIG. 7750344A30?

### Answer n. 73

Pre-commercial procurement is excluded from the selection procedures governed by the Italian Legislative Decree n. 50/2016. Therefore you are not requested to pay ANAC fee.

Please, see point 3 of the *“Istruzioni operative relative alle contribuzioni dovute, ai sensi dell’art. 1, comma 67, della legge 23 dicembre 2005, n. 266, dai soggetti pubblici e privati, in vigore dal 1° gennaio 2015”* - [https://www.anticorruzione.it/portal/public/classic/home/\\_riscossioni#Esenzione](https://www.anticorruzione.it/portal/public/classic/home/_riscossioni#Esenzione).

### Question n. 74

Is it necessary to generate the PassOE for the verification of the requirements by the buyer with the AVCPass?

### Answer n. 74

PassOE will not be required. The verification on the exclusion and selection criteria will be operated without using AVCPass.

### Question n. 75

About the Annex 10 "Declaration on the form of participation" at the point 2 you request to declare the percentage of participation in the group by each member.

Also in the Annex 5 "Technical Tender Form" in the table at page 2 you ask to define the “% of contract value allocated to main contractor” and the “% of contract value allocated to contractor [x]”.

Since the PCP - Project is divided into three different phases and the percentage of participation of each member is different for each phase we ask if the form of participation required in Annex 10 refers to all three phases (and therefore must be an average of the activities) or refers only to phase 1.

For the same reason we ask if the “% of contract value allocated to main contractor” and “% of contract value allocated to contractor [x]” is related only to phase 1 or to all three phases.

### Answer n. 75

The percentage must be referred to phase 1.

### Question n. 76

Do the attachments have to be digitally signed?



## Answer n. 76

Yes. Please see also answer to question nr. 27.

## Question n. 77

On PCP call for tenders, page 27, paragraph about phase 2, what kind of artificial soil are you expected?

## Answer n. 77

As set in the CFT on page 52, the quality and level of clarity, detail and concreteness of the testing plan in lab condition (when 'artificial soil' is supposed to be created) will not be evaluated in Phase1, but later, in Phase2. So, this topic will be addressed during Phase2 awarding procedure.

## Question n. 78

78.1 We are required to fill out section D, Part II of the ESPD, plus a subcontracting statement for our subcontractors. I assume this is only for the subcontractors that we intend to use in Phase one? As for the later phases it can at this moment not yet be known exactly what actions will take place and where which kind of subcontracting might be needed. Can you please confirm?

78.2 At the beginning of annex 5 we have to fill out a table: Public Description of the Project. Here it is foreseen to include the subcontractors. However, as we are required to give at least 3 subcontractors per subcontracted action, this doesn't seem relevant (as we don't know yet which subcontractor will be selected). Can you confirm that we don't have to list the subcontractors here?

## Answer n. 78

- a. Yes, we confirm;
- b. No. As the 3 subcontractors are alternative for each subcontracted action, you have to include the (principal) subcontractor per action, you intend to involve in phase 1.

## Question n. 79

Question and answer 39 are as follows: "*Question n. 39*

*Are we allowed to propose more than one potential technology and evaluate these against each other in Phase 1 (and potentially also Phase 2)?*

*Answer n.39*

*You're not allowed to submit multiple offers each referred to a technology. The art. 32, comma 4, D.Lgs. 50/2016 states that "Each competitor cannot submit more than one bid". In the offer you have to describe the assumptions, the methods of conducting the research, including risk management."*

What we actually meant by the question was not if would be allowed to submit two proposals. But if we can submit one proposal in which the approach will be to investigate 2 potential technologies as part of the feasibility study. Can you confirm?

## Answer n. 79

No, we confirm the answer n. 39.



### Question n. 80

In point 3.3 letter B) of the specification of the tender requires the participation of n. 3 CV for researchers involved in the Posidon Project. Should one of these researchers be a freelancer. Is it necessary to include it within the participation structure (annex 10) or is it sufficient to indicate it as an external collaborator? In this second case, how do we prove the bond between the operating company and the freelancer?

### Answer n. 80

You can include the freelancer within the participation structure or indicate it as an external collaborator, under the condition that the bond and working contractual relation exist before the time of submission.

### Question n. 81

Please clarify whether the percentage shares of the constituent RTI members that we will have to indicate, should be considered in relation to all the three phases of the procedure.

### Answer n. 81

Please see answer n. 75.

### Question n. 82

About ANNEX 4: TEMPLATE FOR EXCLUSION - DECLARATION OF HONOUR ON NATIONAL EXCLUSION GROUNDS (ART. 80 LEGISLATIVE DECREE N. 50/2016): "...declares that he/she/the entity:

*7) is in one of the situations referred to in art. 80, paragraph 1, of the legislative decree n. 50/2016, limited to cases in which the final sentence imposes a custodial sentence not exceeding 18 months or recognized the mitigating nature of the collaboration as defined for the individual crimes, or in paragraph 5 of the art above. 80, has indemnified or pledged to compensate any damage caused by the crime or the offense and has adopted the following technical, organizational and personnel related measures to prevent further crimes or offenses..."*

Art. 80.1 refers to grounds that lead to the EXCLUSION of a bidder "1. It is considered to be a reason for the exclusion of an economic operator from participation in a contract or concession award procedure, the final judgment or an irrevocable decree of conviction or a judgment enforcing the penalty by request pursuant to Article 444 of the Criminal Procedure Code, also referred to a subcontractor in cases pursuant to Article 105(6) for one of the following offences..."

We therefore understand that the template shall actually say: "... declares that he/she/the entity:

7) is **not** in one of the situations referred to in art. 80, paragraph 1, of the legislative decree n. 50/2016, ..."

### Answer n. 82

The economic operators have to do the declarations in coherence with their situation.

(Last update: 15.03.2019)

