

NOTICE FOR MARKET SURVEY FOR THE ASSIGNMENT OF THE TWO-YEAR SUPPLY OF LITHOGRAPHY MASKS AND RETICLES FOR FONDAZIONE BRUNO KESSLER'S CLEAN ROOM

Fondazione Bruno Kessler (for the sake of brevity the Foundation or FBK), in compliance with the principles of publicity, transparency, equal treatment, non-discrimination and proportionality, intends to enter into a framework agreement with a single economic operator, pursuant to art. 54 of the legislative decree 50 of April 18, 2016, to whom to entrust - up to the maximum amount of € 138,750.00 or for a period of two years - the supply of lithography masks and reticles for FBK's "Clean Room".

The stipulation of a framework agreement is justified since the recurrent orders for this type of supply make it inefficient to perform repeated procedures for selecting the contractor each time, identifying a single subject to be entrusted - in full compliance of the current regulatory framework - with each supply, for an appropriate period of time.

Since the maximum cost for the services covered by the award is lower than the threshold referred to in art. 1, paragraph 2, lett. a) of Law 120/2020 - as amended by art. 51 paragraph 1 of Law 108/2021 -, FBK intends to proceed with the stipulation of the above framework agreement through direct negotiation with the economic operator deemed suitable, whom will be identified, in compliance with the principles of impartiality and advantage for FBK, both in qualitative and economic terms, through this informal market survey.

Therefore, this is just a request for a cost estimate to be regarded as a "good practice" that will allow FBK to select the economic operator, in accordance with the provisions of art. 3 of PL 2/2020 and with provincial law No. 23 of July 19, 1990, a purely preparatory stage for any direct assignments.

Below is a summary of the essential elements of the framework agreement that FBK intends to enter into. In addition, the method of presentation of the offer is being specified therein.

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1. SUBJECT-MATTER AND DURATION

Fondazione Bruno Kessler, for the purpose of awarding the two-year supply of lithography masks and reticles for the "Clean Room", intends to enter into a framework agreement to define the content of the relating executive contracts necessary for the performance of all the work that may be required during the period of validity of the framework agreement.

The lithography masks and reticles for the Clean Room, object of the supply, must have the following characteristics:

A. SL 7 "masks:

SubMaster SL 7 "M1X:

MFS: 4um

Registration \pm 1.0 micron

CD tol. \pm 0.5um

CD uniformity: 0.5um

Defects: 0.45 defects / cm² \geq 3 micron

B. 6" multi layer reticles:

MFS: 4um
 Registration ± 0.40 micron
 CD tol. ± 0.4um
 CD uniformity: 0.4um
 Defects Spec: 0> 4 micron or 0> 2 micron
 Substrate: QZ

The framework agreement shall have a maximum duration of 2 years, with effect from the execution date or a shorter duration determined by the exhaustion of the relating estimated maximum amount.

Upon expiry of the contractual period or in the event that the maximum estimated amount is exhausted in advance, pending the award of a new framework agreement, the successful bidder undertakes to ensure the supply of the masks and reticles requested by FBK without interruption, under the same conditions established in the framework agreement, up to the takeover date of the new economic operator identified by FBK.

2. ESTIMATED AMOUNT OF THE FRAMEWORK AGREEMENT

The amount of the framework agreement, as indicated in the table below, is to be considered presumed and not guaranteed as it is linked to needs connected to variables that cannot be fully determined in advance.

The amount of the framework agreement is estimated based on an assessment of the needs for the effectiveness period (two years) thereof. From the possible stipulation of the framework agreement, there is no obligation for FBK to request the supply of a defined number of masks and reticles, quantities which will instead be determined with individual specific contracts deriving from the framework agreement (Purchase Orders - PO).

Object of the supply	Unit price*	Estimated quantity (2 years)	Full Price
<u>SL 7" masks:</u>	450.00	155	€ 69,750.00
<u>6" reticles</u> (Defects Spec: 0> 4 microns)	575.00	120	€ 69,000.00
Estimated overall amount for the framework agreement:			€ 138,750.00
* <u>The unit prices offered - expressed in Euros, before VAT - shall include shipping costs to the FBK premises in Via Sommarive, 18 - 38123 Trento (IT).</u>			

3. PARTICIPATION REQUIREMENTS

To participate in this survey, economic operators shall meet the requirements listed below:

- absence of grounds for exclusion pursuant to Art. 80 of Legislative Decree 50/2016;
- registration in the business register or other public register for the performance of the activities object-matter of the contract.

The aforementioned requirements shall be declared by completing the attached self-certification form, complete with a copy of the identity document of the signatory.

4. PROCEDURE FOR SUBMITTING OFFERS

Please send, by and no later than **12.00 am on December 16, 2021**, to gare@pec.fbk.eu (or at the email address gare@fbk.eu for foreign suppliers outside the PEC system), with email subject “**Two-year supply of lithography masks and reticles for the FBK Clean Room**”, the following digitally signed documents:

- self-certification of requirements pursuant to Presidential Decree 445/2000, according to the attached template;
- company presentation and customer portfolio.
- supply proposal with indication of the required technical specifications;
- detailed estimate according to the attached template.

The estimates shall specify the return terms and conditions (INCOTERMS 2020), the production site of the masks and the delivery schedule.

For information purposes only, the prices for the additional film and for the Reticle with defects 0> 2 micron shall be included in the estimate template.

Offers received after the indicated deadline will not be processed. Please note that the Foundation is not willing to consider offers for an amount higher than that indicated in the table referred to in point 2 above.

5. SELECTION PROCEDURES AND CRITERIA

The best bidder will be selected after a negotiation based on the following elements, listed in descending order of importance:

- conditions of supply, delivery schedule
(the best supply conditions will be positively evaluated, with particular reference to shorter delivery time)
- experience and organization of the company
(the company's organization, the experience gained in the reference sector and the presence of referenced customers in its portfolio will be positively evaluated)
- price.

6. TRACEABILITY OF FLOWS

The Supplier will assume all obligations concerning the traceability of financial flows pursuant to art. 3 of law No. 136 of August 13, 2010, declaring to be aware that failure to use a bank or postal transfer, or other suitable collection or payment instruments to allow full traceability of operations, constitutes cause for termination of the contract.

Payments will be made by bank transfer to a dedicated bank account in accordance with art. 3 of Law 136/2010, within 30 days of the invoice date at the end of the month.

7. CODE OF CONDUCT AND ANTI-CORRUPTION CLAUSES

Fondazione Bruno Kessler has adopted an Organization, Management and Control Model pursuant to *Legislative Decree no. 231/2001* and a Code of Conduct, the provisions of which, insofar as they are compatible, the successful bidder will be required to comply with in the execution of the contract. The contract will include a specific termination clause in case of violation of these obligations. The MOG and the Code of Conduct can be viewed at: <https://trasparenza.fbk.eu/ita/Disposizioni-general/Atti-general>.

In compliance with the anti-corruption regulatory provisions, the Foundation has also adopted the Integrity Pact that each competitor must sign.

Pursuant to the provisions of art. 53, paragraph 16 (b) of legislative decree No. 165 of March 30, 2001, private subjects who have concluded contracts or awarded assignments to former employees of the contracting authority who have exercised authoritative or negotiating powers over them on its behalf and who have retired from the public employment relationship for less than three years are banned from contracting with the Public Administration. The violation of this provision shall result in the nullity of the concluded employment contracts and of the assignments awarded, with the consequent obligation, on the part of private individuals, to reimburse any remuneration received and ascertained for them.

8. CONFIDENTIALITY

The legal representative of the company or their delegate shall be responsible for the confidentiality for all information received and the authorship of all documents produced using IT tools (PEC and digital signature).

If the Foundation becomes aware or has a well-founded suspicion based on the presence of serious, precise and consistent indications, that the offers come from a single decision-making center, the Foundation will cancel the procedure and report the fact to the competent Authorities.

9. PROCESSING OF PERSONAL DATA

Pursuant to art. 13 of EU Regulation No. 2016/679 (GDPR), personal data provided by the bidders will be processed by FBK - in its capacity as Data Controller - manually and through ICT tools suitable for ensuring data security and confidentiality, for the only purposes of the tender procedure in which they participated, for purposes connected to contract management, financial and administrative execution and fulfillment of legal obligations.

The provision of data is mandatory for the purposes of executing the contract.

The data subject has the right to access, amend, delete, limit the data processing, refuse the processing for legitimate reasons, transfer and advance a complaint to the Privacy Authority pursuant to Chapter III of the GDPR.

Full information on the processing of personal data is available at <https://appalti.fbk.eu/it/InformativaPrivacyAppalti>.

Fondazione Bruno Kessler has adopted its own Privacy Policy which defines, in accordance with the provisions of current regulations on the protection of personal data, a set of behavior rules with which all collaborators, in any capacity, of companies supplying goods, services or that provide works for FBK shall comply when carrying out activities that involve data and information processing. The Policy can be viewed at: <http://bit.ly/reg-privacy-fbk>.

The contractor that, with reference to the object of the contract, shall process personal data on behalf of FBK must show that they can implement appropriate technical and organizational measures to ensure the protection of the data subject's rights when processing personal data so that they may be appointed as "Data Processor" pursuant to art. 28 of the GDPR.

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The data provided by bidders will be processed for the only purposes related to the completion of the procedure concerned pursuant to art. 13 of EU Regulation n. 2016/679 (GDPR).

For further information, please write to_gare@fbk.eu.

Officer in charge of the procedure for contract award: Paola Angeli.

Trento, 11/25/2021

Paola Angeli
Tenders and Contract Service
(digitally signed)