



DIPARTIMENTO DI INGEGNERIA
INDUSTRIALE E DELL'INFORMAZIONE
UNIVERSITÀ DEGLI STUDI DI PAVIA

27100 PAVIA

Via Ferrata 5

Tel. +39 0382 985 200

Fax. +39 0382 422 583

e-mail: segreteria.iii@unipv.it

Codice Fiscale 80007270186 – Partita IVA 00462870189

Il Direttore
Prof. Riccardo Bellazzi

Titolo X Classe 4

Fascic. 19 Anno 2019

Allegati 1

OGGETTO DECRETO: Determina a contrarre tramite affidamento diretto EXTRA MEPA con preventivo già acquisito – Acquisto di una licenza software (rinnovo) EMTP – RV – 4.0.2 – Education - “Powersys Sarl”

IL DIRETTORE DI DIPARTIMENTO

- **PREMESSO** che il Dipartimento di Ingegneria Industriale e dell'Informazione ha necessità di procedere all'acquisto di una licenza software (rinnovo) EMTP – RV- 4.0.2. Education per le esigenze di ricerca del Prof. M. Montagna per un importo presuntivamente quantificato in € 146,00 (IVA esclusa);
- **RICHIAMATO** l'art.32 (*Fasi delle procedure di affidamento*), comma 2, del D.Lgs. n.50/2016 e s.m.i. (*Codice dei contratti pubblici*) ai sensi del quale le stazioni appaltanti, in conformità ai propri ordinamenti, decretano o determinano a contrarre, individuando gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;
- **VISTO** l'art.1, comma 449 della Legge n. 296/2006 e s.m.i. ai sensi del quale le istituzioni universitarie sono tenute ad approvvigionarsi utilizzando le convenzioni quadro di Consip s.p.a.;
- **ACCERTATA** l'insussistenza di una convenzione Consip attiva per il bene richiesto;
- **VISTO** l'art.1, comma 450 della Legge n. 296/2006 e s.m.i. ai sensi del quale le Università per acquisti di beni e servizi di importo pari o superiore a 5.000,00 e inferiori alla soglia di rilievo comunitario sono tenute a fare ricorso al Mercato Elettronico della Pubblica amministrazione;
- **ACCERTATO** che il bene non è presente “nel catalogo MEPA,
- **ACQUISITO** il preventivo dell'operatore “Powersys Sarl“ individuato dal Prof. M. Montagna mediante indagine di mercato informale che ha offerto per i beni in oggetto l'importo di € 146,00 (IVA esclusa) (All. 1 preventivo);
- **ACCERTATA** la congruità del preventivo proposto con gli attuali costi di mercato e la compatibilità dell'importo con i vincoli imposti dalla vigente normativa per poter procedere ad affidamento diretto;
- **RICHIAMATO** l'art.36, comma 2, lett.a) del D.Lgs. n.50/2016;
- **RICHIAMATO** il Regolamento di Ateneo per l'Amministrazione, la Finanza e la contabilità, con particolare riguardo all'art.37 (*Poteri di spesa*);
- **ACCERTATA** la sussistenza della copertura finanziaria;

DISPONE

- Di autorizzare, ai sensi dell'art.36, comma 2, lett. a) del D.Lgs. n.50/2016, l'affidamento diretto all'operatore **"Powersys Sarl"**, per l'acquisto di una licenza software (rinnovo) EMTP – RV – 4.0.2. – Education per le esigenze di ricerca del Prof. M. Montagna;
- Di nominare la dott.ssa **Nicoletta Galli** responsabile del procedimento con il supporto del Prof. M. Montagna richiedente l'acquisto del bene;
- Di far gravare la relativa spesa quantificata in € 178,12 (già comprensivi di IVA) sul progetto **"MONTFA11"** del bilancio di previsione dell'Ateneo relativo all'esercizio finanziario 2019

Pavia, data della sottoscrizione digitale

IL DIRETTORE

Prof. Riccardo BELLAZZI

(Documento firmato digitalmente)

Quotation N° : 19GQ640



DATE	CUSTOMER	PAGE
10-May-2019	14680360	1/2

POWERSYS
Les Jardins de l'Entreprise
13610 Le Puy-Sainte-Réparate
France

Contact : Mme Martine DELATTRE
Tel : +33 (0)4 42 61 02 29
Fax : +33 (0)4 42 50 58 90
Mail : m.delattre@powersys.fr
sales@powersys.fr

Mr. Gianpietro GRANELLI

Universita Degli Studi Di Pavia
Dipartimento Di Ingegneria Industriale
E Dell'Informazione
Via Ferrata, 5
27100 Pavia
Italia
Italy

Reference	Designation	Quantity	Unit. Price (EUR)	Total amount (EUR)
Main-EMTP-RV	Maintenance from 8-Jul-2019 to 8-Jul-2020 EMTP-RV 4.0.2 - Education - Education - Node lock / Stand alone Unit number: 7013 Dongle ID: 9-29FBA424	1,00	146,00	146,00
DEL_DOWN	Delivery by downloading	1,00	0,00	0,00
Main_Cond	Maintenance Renewal conditions In case of acceptance or renewal of the maintenance contract after the expiration date, POWERSYS shall apply a late fee of 50% of the monthly price of the maintenance contract per late month.	1,00	0,00	0,00
POWERSYS shall retain the entire property of goods until full payment of all the invoices by the buyer.		Total		146,00 EUR
		Delivery charge (Incoterm: DAP)		0,00 EUR
		Total Amount		146,00 EUR

Method of payment
Bank transfer 30 days date of invoice

Valid until
10-Jun-2019

Delivery delay
10 days after order

Observations :	BNP Agence Aix-en-Provence Cours Mirabeau 6, Cours Mirabeau 13100 Aix-en-Provence International Bank Account Number: Account Nr: 30004 00700 00010096193 89 IBAN: FR76 3000 4007 0000 0100 9619 389 SWIFT/BIC: BNPAFRPPAIF
----------------	---

Quotation subjected to the enclosed General terms and conditions of sale, product services and maintenance plan

General terms and conditions of sale, product services and maintenance plan
For

CYME Software
EMTP-RV Software
JMAG Software
PSIM Software
SABER Software
SmartCtrl Software
MpCCI Software
ProLB Software
Flowmax Software
Cradle Software

POWERSYS is the distributor of EMTP-RV software. This software incorporates technology developed for the Electric Power Industry under the sponsorship of Hydro-Québec, EDF and RTE, and is subjected to a copyright.

POWERSYS is the distributor of CYME software. The software is the property of CYME International, Inc. and is subjected to a copyright.

POWERSYS is the distributor of JMAG software. This software is the property of JSOL Corporation and is subjected to a copyright.

POWERSYS is the distributor of PSIM simulation software. The software is the property of POWERSIM, Inc. and is subjected to a copyright.

POWERSYS is the distributor of SABER simulation software. The software is the property of SYNOPSIS, Inc. and is subjected to a copyright.

POWERSYS is the distributor of SmartCtrl simulation software. The software is the property of Carlos III University of Madrid GSEP Power Electronics Systems Group and is subjected to a copyright.

POWERSYS is the distributor of MpCCI software. The software is subjected to a copyright.

POWERSYS is the distributor of ProLB software. The software is subjected to a copyright.

POWERSYS is the distributor of Flowmax software. The software is subjected to a copyright.

POWERSYS is the distributor of Cradle software. The software is subjected to a copyright.

These products shall be designated hereunder with the general term "Software".

The Annual Maintenance Plan for the above mentioned software entitles you to technical support, free version update and upgrade of the Software for one year (date of the invoice).

This annual maintenance plan shall be designated hereunder with the general term "Maintenance".

POWERSYS proposes a range of services dedicated to the above mentioned software's training and use:

- Workshops
- Trainings
- Seminars
- Courses

These product services shall be designated hereunder with the general term "Service".

General provisions and scope of applicability

The services and supplies for which POWERSYS is responsible shall be limited to the description made thereof in the invoice. The merchandise of POWERSYS which are the subject of such invoice shall be delivered without accessories. Except in the event of a specific agreement made in writing, the sending of the order by the customer implies its agreement to all the present general terms and conditions of sale and cancels, by the fact, all general terms and conditions of purchase that may be in contradiction therewith.

Object of the Maintenance

The Maintenance includes technical support, free version update and upgrade of the Software for one year (date of the invoice).

The technical support includes a hot line and technical support from our team of engineers for any issue related to the use of the software or bug of the software. They're available either by (e)mail, fax, phone or web meeting.

The technical support, doesn't include the intervention of an engineer on site nor the assistance in realizing a study application with the software. Such specific request, if asked, will be estimated by a quote.

A personal link will be given which will enable the download software updates regularly as well as a list of the updated elements. At the end of the maintenance period and/or before the renewal of the annual maintenance, the latest updated version will be made available.

Moreover, in case a new version of the software appears during the Maintenance period, the upgrade will also be available to the customer.

The Maintenance will be automatically offered for renewal by mail, in form of a quote, 2 months before the end of the Maintenance period. Upon acceptance of the quote, the Maintenance will be reconducted for another year. The quote shall be accepted by the customer before the expiration date. In case of acceptance or renewal of the maintenance contract after the expiration date, POWERSYS shall apply a late fee of 50% of the monthly price of the maintenance contract per late month. The date of the renewal shall remain the initial one, whatever the delay.

During the vacancy period not covered by a maintenance contract, POWERSYS shall not be bound to provide any technical support, update or upgrade.

Order and offers

The parties shall be bound by the contract of sale upon acceptance of any written order sent by mail, fax or email of the customer by POWERSYS, in the form of an acknowledgement of receipt of the order.

Offers shall be valid only until the expiration date specific to each quotation.

Additional supplies or services

Any additional supplies or services, such as the Annual Maintenance Contract, or any supplies or services not specified in the order shall be subject of a new quotation between POWERSYS and the customer. Additional service also includes the need of key replacement (Hardware and Software) and will be subject to an invoice.

Restrictions

The Customer shall use the Software for its internal use, and shall not lend, lease, transfer, or otherwise provide the Software to any third party. Provided, however, that those who need to use the Software as Customer's assistants are not deemed as third parties.

The Customer shall not copy, modify, adapt, analyze, reverse assemble, or do any other such act which would infringe owner's copyrights.

The Customer shall not change any copyright notice included in the Software.

Price

The Software, Maintenance and Services are sold and delivered at the price mentioned in the quote, confirmed in the acknowledgement of order and invoice.

Delivery

The delivery delay mentioned in the quote is only an indication. Additional delay shall not lead to any cancellation of the order or any refund.

Shipping and customs

Unless otherwise agreed by the parties, all expenses of shipping, customs and delivery shall be borne by the customer. The customer shall inform the carrier of all damage in shipment by certified letter within 3 days of delivery. Failure to do so shall preclude the client from making any claim concerning the merchandise shipped.

Guarantee and return policy

For a period of 60 days from the date of the receipt of the software, POWERSYS guarantees that the software, if operated as directed, will substantially achieve the functionality as described in the documentation.

POWERSYS also guarantees that the media containing the software is free from defects in materials and workmanship.

However, POWERSYS does not guarantee that your use of the software will be uninterrupted or that the operation of the software will be error-free.

Provided that you return the item with a copy of your receipt within the 30-days period, POWERSYS should, in its sole discretion, either

- a. correct the non-conformance of the software, or
- b. replace the defected media and/or documentation, or
- c. advise you how to substantially achieve the same functionality as described in the documentation through a procedure different from that set forth in the documentation, or
- d. refund the license fee

Payment terms

Unless indicated otherwise, our billing address is the following:

POWERSYS

Les Jardins de l'Entreprise

13610 Le Puy Sainte Réparate

Payments shall be net and without discount. Unless stated otherwise, bills are payable by bank transfer upon receipt of the invoice.

Upon request of the customer, payment can be made by credit card. In that case, the price of the invoice will be increased of bank processing fees (3% of the total amount).

Cancellation of Services

As soon as the requested number of participants is reached, POWERSYS will confirm the delivery of the Service at least 1 week before the delivery date of the Service.

In case of cancellation by POWERSYS, any payment received will be reimbursed to the customer.

However, POWERSYS will not reimburse any travel and/or accommodation expenditure in case of cancellation of the service.

In case of cancellation by the customer three weeks OR MORE before the delivery date of the service, the customer will not be charged.

In case of cancellation less than three weeks before the delivery date of the service, POWERSYS will charge the customer 50% of the Service fees.

Default in payment, penalties

Amounts past due are subject, automatically and without the need for a normal demand therefore, to the payment of interest on the past due amounts equal to 1.5 times the legal interest rate, due and payable as of the first day past due. In the event of non-payment by the debtor, all amounts recovered by legal proceedings shall be increased, in addition to the interest on past due payments, by compensation in an amount fixed at 15% of the amounts recovered.

In the event of a default in payment by the client for all or portion of the software, POWERSYS shall retain a security interest in the merchandise sold until complete payment thereof, including the right to repossess the software. Such repossession shall not preclude any other legal proceedings that POWERSYS may have the right to initiate.

Notwithstanding the application of the security interest provision, the client shall be considered the custodian of the merchandise sold and shall assume all corresponding risks. It shall insure the merchandise and shall assume liability thereof as of the time of delivery.

Limitations of Liability

POWERSYS guarantees that the software, if operated as directed, will substantially achieve the functionality as described in the documentation.

POWERSYS will not be liable in case the software is interrupted during the use.

POWERSYS will not be deemed liable for any error in the customer's use of the software, including errors in the results.

Force Majeure

POWERSYS shall not be held liable to the customer in the event of non-performance of its obligations if such non-performance is due to an event of force majeure. Force majeure shall mean any event that is unforeseeable, fortuitous and beyond the control of the parties such as: strikes, epidemics, war, fire, flood, ...

VAT, taxes and invoice currency

The price is quoted inclusive of tax and in euros (EUR) for European customers. French customers shall pay the VAT due. Other European customers shall give their European VAT registration number in order to be exempted from the payment of the tax. The price is quoted inclusive of tax in American dollars (USD) for customers outside Europe.

Disputes

The present contract is governed by French law and disputes shall be brought before the Commercial Court of Aix-en-Provence (France).