UNIVERSITÀ DI PAVIA

**Dipartimento di
Ingegneria Industriale
e dell'Informazione**

*Il Direttore
Prof. Riccardo Bellazzi*

Titolo X   Classe   4
Fascicolo n. 322   Anno 2021
Allegato   1

OGGETTO DECRETO: Determina a contrarre tramite affidamento diretto extra MEPA (con preventivo già acquisito) – Acquisto di un robot collaborativo TQ PANDA – TQ-Systems GmbH

IL DIRETTORE DEL DIPARTIMENTO

- **PREMESSO** che il Dipartimento di Ingegneria Industriale e dell'Informazione ha necessità di procedere all'acquisto di un robot collaborativo TQ PANDA, per lo svolgimento di attività didattica a distanza/e-learning, nell'ambito del Piano di intervento DGR3757 della Regione Lombardia;
- **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 i beni richiesti;
- **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 inferiore alla soglia di rilievo comunitario sono tenute a fare ricorso al Mercato Elettronico della Pubblica amministrazione;
- **ACCERTATO** che i beni richiesti non sono presenti nel catalogo MEPA;
- **ACQUISITO** il preventivo dell'operatore TQ-Systems GmbH, individuato dalla Prof.ssa Antonella Ferrara, mediante indagine di mercato informale, che ha offerto per i beni in oggetto l'importo di € 21.000,00 (IVA esclusa) *(Allegato 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. 1, comma 1, lett. a) della Legge n. 120/2020 che consente di procedere per acquisti di beni e servizi di importo inferiore a € 75.000,00=. mediante affidamento diretto anche senza previa consultazione di due o più operatori economici;
- **RICHIAMATO** il Regolamento di Ateneo per l'Amministrazione, la Finanza e la contabilità, con particolare riguardo all'art. 37 *(Poteri di spesa)*;

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- **ACQUISITO** il CIG n. Z36304FDE5;
- **ACCERTATA** la sussistenza della copertura finanziaria;

DISPONE

- di autorizzare, ai sensi dell'art. 1, comma 1, lett. a) della Legge n. 120/2020, l'affidamento diretto all'operatore TQ-Systems GmbH della fornitura di un robot collaborativo TQ PANDA;
- di nominare la Dott.ssa Nicoletta Galli responsabile del procedimento, con il supporto della Prof.ssa Antonella Ferrara, richiedente l'acquisto;
- di far gravare la relativa spesa quantificata complessivamente in € 25.620,00 (già comprensivi di IVA) sul progetto "DGR3757_2021_DIN57 – CUP F17C21000000002" del bilancio di previsione dell'Ateneo relativo all'esercizio finanziario 2021.

Pavia, data della sottoscrizione digitale

IL DIRETTORE
Prof. Riccardo BELLAZZI
(documento firmato digitalmente)

TQ-Systems GmbH
Electronic Boards and Systems

TQ-Systems GmbH I Gut Delling I 82229 Seefeld

Offer	**10036787**

Dipartimento di Ingegneria Industriale
e dell'Informazione
Università di Pavia
Via Ferrata 5
27100 Pavia
Italian Republic

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Print date:	20.01.2021 / 17:28:23
Your query:	Panda + FCI
dated:	01.12.2020
Contact person:	Prof. Antonella Ferrara Ph.D.
Your customer no.:	2011377
Our supplier no.:	
Prepared by:	Gebhard Martin
Phone:	+ 49 831 690 - 191
Fax:	+ 49 831 690 - 44191
E-Mail:	Gebhard.Martin@tq-group.com

Valid till: 31.01.2021

We thank you for your above-mentioned query and offer you the following under our general terms and conditions
or according to the outline agreement concluded with you.
You may read our delivery terms under http://www.tq-group.com/terms-conditions

Item	Article/Description	Quantity	Unit	Price/Unit
10	307555.0100 TQ PANDA-H RK E FRAK ROBOTER ROBOTER MIT HAND Style: MECHANICS Manufacturer: FRANKA EMIKA GmbH Customer article no.: PANDA + FCI RoHS-compliant: This article is RoHS-compliant Customs tariff Number / HS Code: 84795000 country of origin: DE	1	pieces	21.000,00 EUR/pieces

Item	Article/Description	Quantity	Unit	Price/Unit

- FRANKA EMIKA PANDA WITH HAND
- FCI

- Franka Emika Robot: the system that features our 7 DOF, fully torque-controlled robot Arm
- Hand: our fully integrated 2-finger gripper with exchangeable fingertips.
- FCI: the ideal interface to explore low-level programming and control schemes, providing the current status of the robot and enables its direct torque control at 1 kHz. Integration with the most popular ecosystems ROS, MATLAB & Simulink and Nvidia Isaac is included!
- DESK: the high-level workflow-based programming interface, optimal for rapid prototyping and easy-to-use applications.
- Prototyping AppPackage: pre-programmed encapsulated robotic skills that can be combined together in Desk, to automate entire tasks in no time
- RIDE: the development environment for writing custom Desk Apps and connecting third-party hardware and external resources.
- 3D-Lab: a web-based user interface to design 3D-printable fingertips, for an ideal, ad hoc object grip with your Franka Emika Hand. Exactly as you need it!
- franka_matlab: the MATLAB & Simulink toolbox that builds on FCI to allow intuitive 1 kHz real-time control of your Franka Emika robots through Simulink, and the fastest way to evaluate your algorithms on a real robot.
- Much more on "Hub" - the new section of Franka World - where you can access documentation, tutorials and codes!

All RoHS- and REACH information is based on statements from suppliers and manufacturers. Some of these statements had nonbinding character and therefore TQ cannot warrant for them.

Delivery terms:	EXW (Ex Works) Durach
Shipping terms:	Shipment
Payment terms:	within 30 days Due net

The offer indicated price is net price exclude any tax.

In case of any supply bottlenecks and delays in delivery beyond our sphere of influence we can confirm the specified delivery dates only under the condition of correct and punctual delivery to us.

TQ obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions].

We reserve our title to the object of delivery until the receipt of all payments under the business relationship with the Customer. In case of a behavior of the Customer in breach of the contract, in particular in case of default in payment, we shall be entitled to take the object of delivery back. The taking back of the object of delivery by us does not constitute a rescission of the contract, unless this is expressly declared on our part. An attachment of the object of delivery by us, however, constitutes a rescission of the contract in any case. After taking back the object of delivery, we shall be entitled to realize it; the realization proceeds less reasonable costs of realization shall be offset against the Customer's liabilities.

The Customer is obliged to treat the object of delivery with care; the Customer is in particular obliged to sufficiently insure it, at its own expense, at replacement value against fire, water and theft. As far as maintenance and inspection work is required, the Customer must perform such work in good time at its own expense.

TQ-Systems GmbH
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In case of attachment or any other intervention by a third party, the Customer must inform us immediately in writing so that we can bring an action according to § 771 ZPO (Code of Civil Procedure). As far as the third party is not able to refund to us the judicial and extra-judicial costs of an action under § 771 ZPO, the Customer shall be liable for the loss incurred by us.

The Customer is entitled to resell the object of delivery within the regular course of business. However, the Customer already now assigns to us all claims to the amount of the final amount of invoice (including value-added tax) accruing against its customers or third parties from the resale, irrespective of whether the object of delivery is resold without or after further processing. The Customer continues to be entitled to collect such claim even after this assignment. This is without prejudice to our right to collect such claim. However, we undertake not to collect such claim as long as the Customer fulfils its obligations to pay from the proceeds received; as long as it is not in default in payment; and in particular as long as there has not been filed an application for the institution of insolvency proceedings and there is no case of a cessation of payments. However, in case of any of the above conditions, we shall be entitled to demand the Customer to inform us about the assigned claims and the respective debtors, give us all information that is necessary for the collection, hand all related documents over to us and inform the debtor (third party) about the assignment.

Delivery date:
About 2 to 3 weeks after order entry
Definite confirmation of the date will follow after clarification of the delivery situation at the time of the order.

Changes:
Please note that all order changes may incur additional costs and a delay in the delivery date.

Test:
Please note that we can only guarantee compliance with the properties tested during the functional test. Despite conscientious working methods, we can therefore assume no responsibility for unverified properties and no liability for any resulting consequential damages. Regardless of this, manufacturing defects identified by you will of course be eliminated free of charge as part of the warranty.

Our company is holding a business and product liability insurance with a coverage of 20 Mio. EUR for bodily injury and property damage any one occurrence and an aggregate Limit of 40 Mio. EUR per year.
Our company is liable for damages caused culpably and demonstrably by it or its vicarious agents in case of gross negligence and in case of ordinary negligence of an contractual obligation within the scope and extent of the aforementioned business and product liability insurance. TQ-Systems only assumes any further liability, in particular for consequential damaged not incurred on the contractual products, within the scope and extent of the aforementioned business and product liability insurance.

Machinery Directive:
Please note that the FE Panda product is an incomplete machine in the sense of the Machinery Directive 2006/42 / EC and therefore the FE Panda product does not carry a CE marking when delivered by us.

An installation declaration in accordance with Article 13 of the Machinery Directive 2006/42 / EC, Annex II Part 1 B for partly completed machinery is available on request.

Please bear in mind that depending on the application, the FE Panda must be subjected to a separate risk assessment by the respective operator of the machine before commissioning in order to be able to specify the necessary safety equipment for each case.

Please also take into account that the content of the user manual for the FE Panda product, as amended (legal framework conditions, product conformity, installation site, safety concept, installation and installation, commissioning, interaction and programming, etc.), is to be adhered to by the operator of the machine are.

The responsibility for the installation of these safety devices as well as a legally compliant operation of the FE Panda in the respective complete application is the sole responsibility of the respective operator of the machine.

We look forward to your order and request you to contact us in case of any query.

Best regards

TQ-Systems GmbH

i.A. Robert Vogel

i.A. Gebhard Martin