PROPOSTA di AGGIUDICAZIONE di BENI

Al Responsabile del CNR-INO - Sede Secondaria "Centro BEC" di Trento

Il Responsabile Unico del Procedimento: Lamporesi Giacomo

Vista la Determina a contratтарare: Protocollo CNR_INO num.4048 del 12/05/2022
Ritenuto di acquisire la fornitura mediante Acquisto fuori MEPA e con modalità: Affidamento Diretto secondo quanto previsto dall’art. 1 comma 2 lettera a) del D. L. 76/2020 convertito con modificazioni nella Legge 120/2020

E’ stato pubblicato un avviso di indagine di mercato, con richiesta di offerta/preventivo, sull’apposita pagina del sito Istituzionale URP del CNR - Gare e Appalti, con Protocollo CNR-INO num.4126 del 16/05/2022, per l’individuazione dell’operatore economico da selezionare per l’affidamento dei Beni oggetto della Determina a Contrattare;

Viste le offerte presentate entro il termine del 29/05/2022 alle 23:59 da parte di 2 operatori economici, come di seguito specificato:

<table>
<thead>
<tr>
<th>Denominazione e/o Ragione Sociale</th>
<th>Codice Fiscale</th>
<th>Data dell’Offerta</th>
<th>Totale Offerta</th>
<th>Valuta</th>
<th>File Preventivo/Offerta Firmato</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPB Communications Inc.</td>
<td>nocodicefiscale</td>
<td>17/05/2022</td>
<td>62,000.00</td>
<td>USD</td>
<td>ID4705UrpOff_MPBCommunicationsInc.pdf</td>
</tr>
<tr>
<td>Laser Optronic</td>
<td>06109950151</td>
<td>27/05/2022</td>
<td>78,250.00</td>
<td>EUR</td>
<td>ID4705UrpOff_LaserOptronic.pdf</td>
</tr>
</tbody>
</table>

- è stato valutato quanto pervenuto ed è stato riscontrato che:
  I prodotti offerti corrispondono a quelli richiesti. Laser Optronic fa un’offerta che supera ampiamente il tetto fissato dall’esigenza di acquisto e indicato nell’avviso di manifestazione di interesse.

quindi si propone di aggiudicare la fornitura a MPB Communications Inc. per la seguente motivazione:
Prezzo Inferiore.

Non si applica il principio di rotazione in quanto il presente affidamento avviene tramite procedura aperta al mercato mediante indagine di mercato pubblicata su URP CNR e non si è operato alcuna limitazione in ordine al numero di operatori economici tra i quali effettuare la selezione di cui all’art. 30 comma 1 del D. Lgs. 50/2016.

Propone l’aggiudicazione della fornitura dei Beni alla ditta MPB Communications Inc. per un importo complessivo di 62,000.00 USD esclusa IVA; l’offerta è ritenuta congrua e proficua, in rapporto alla qualità della prestazione, e rispetta gli attuali parametri di mercato.

Quindi chiede di procedere per addìvenire all’acquisto dei seguenti beni:

<table>
<thead>
<tr>
<th>Descrizione</th>
<th>Quantità</th>
<th>Valuta</th>
<th>Prezzo Unitario</th>
<th>Prezzo Totale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Freq. Raman Fiber Amplifier - 8W, 1178nm. Mod. MPB RFA-P-8-1178-SF (Linearly polarized source with a PM extinction ratio of &gt; 20 dB, Polarization Vertical to the base, Pump Module in a 2RU format, air cooling + power supply)</td>
<td>1</td>
<td>USD</td>
<td>62,000.00</td>
<td>62,000.00</td>
</tr>
</tbody>
</table>

Imponibile (no IVA) in USD 62,000.00

CIG: 9150478D50  CUP: B65F21001190005
Note: Le spese di trasporto e le tasse doganali sono extra.

Trento, 31 maggio 2022

Il Responsabile Unico del Procedimento

Giacomo Lamporesi
## Sales Quotation #Q22-121r.1

**Attention:** Giacomo Lamporesi  
**Company:** INO-CNR  
**Phone Number:**  
**E-mail Address:** giacomo.lamporesi@ino.cnr.it  
**Other Information:** Amplificatore Raman - CIG 9150478D50

**Quotation Date:** May 17, 2022  
**Valid for:** 90 days  
**Funds:** US Funds  
**Payment Terms:** Upon credit approval*  
**Delivery:** TBD upon receipt of order  
**Shipping:** EXW MPBC Warehouse

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
</table>
| 1    | MPBC Single Frequency Raman Fiber Amplifier  
Model: RFA-P-8-1178-SF  
Emission: 1178nm  
Output Power: 8 Watts  
Polarization: Linearly polarized source with a PM extinction ratio of > 20 dB. Orientation of polarization: Vertical to the base.  
Pump Module will be supplied in a 2RU format, with air cooling and power supply. Stability and Linewidth is dependent upon seed laser. Customer to provide the seed with 25mW power, in-fiber after dual stage 60dB isolator. Seed should be supplied with fiber dock to connect to MPB VRFA system. Seed to be supplied 1 month before completion of VRFA. | 1 | $62,000.00 | $62,000.00 |

**Notes:**  
1. Transport charges, duty and taxes are extra.  
2. Approximately 24-26 weeks from receipt of order.

**Total Amount (USD)** $62,000.00

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**Remit to:**  
MPB Communications, Inc.  
147 Hymus Boulevard  
Pointe Claire, Quebec, Canada, H9R 1E9

**Ms. Claudette Linton**  
Executive - Business Development  
Claudette.Linton@mpbc.ca  
Phone: +1 (514) 694-8751 ext 316  
Fax: +1 (514) 694-6869

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**MPB Communications Inc. Terms and Conditions of Sale**

MPB Communications Inc. – Proprietary

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FORM FN0171-0E  
19-Jan-2015  
Page 1 of 2
The Terms and Conditions of Sale and Software license (collectively “Agreement”) contained herein constitute the entire agreement between MPB Communications Inc, including its subsidiaries, (collectively “MPBC”) and you (“Customer”). MPBC will not be bound by any terms of Customer’s order. No form of acceptance except MPBC's written acknowledgment sent to Customer, or MPBC’s commencement of performance shall constitute valid acceptance of Customer’s order. Any such acceptance is expressly conditioned on assent to the terms hereof and the exclusion of all other terms. Customer shall be deemed to have assented to the terms hereof, whether or not previously received, upon accepting delivery of any Product (as defined herein) shipped by MPBC. If tender of these terms is deemed an offer; acceptance is expressly limited to the terms hereof.

1. PRODUCTS

1.1 “Products” shall mean any products identified on any of MPBC’s proposals or quotations.

1.2 Alterations to any Product which MPBC deems necessary to comply with specifications, changed safety standards or governmental regulations, to make a Product non-infringing with respect to any intellectual property or other proprietary interest, or to otherwise improve a Product may be made at any time by MPBC without prior notice to, or consent of, Customer and such altered Product shall be deemed fully conforming.

2. ORDERS: Customer shall purchase Products by issuing a written purchase order signed by an authorized representative, indicating specific Products, quantity, price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications if applicable, and any other special instructions. Any contingencies contained on such order are not binding upon MPBC. All orders are subject to acceptance by MPBC, who will accept or reject orders according to MPBC’s then current processes.

3. PRICES: All prices are (a) firm for thirty (30) days from the date of quotation, (b) FCA MPBC factory [Incoterms, 2000] (shipping costs and risk of loss from the FCA point of shipment are the responsibility of Customer) and (c) exclusive of Taxes (as defined herein) and all handling or other charges including without limitation insurance, brokerage fees, transportation or special packaging (“Charges”). All sales are final. Any tax or other charge which MPBC is liable to collect on behalf of any governmental authority (“Taxes”) as a result of the sale, use or delivery of Products, including without limitation, duties, value added and withholding taxes, is the responsibility of the Customer, and if paid by MPBC shall be charged to Customer as a separate item on the invoice, to the extent possible.

4. TERMS OF PAYMENT: Upon credit approval by MPBC, payment terms shall be net thirty (30) days from the date of the shipment. MPBC reserves the right to require alternative payment terms including, without limitation, letter of credit or payment in advance. If at any time Customer is delinquent in the payment of any invoice or is otherwise in breach of this Agreement, MPBC may, at its discretion, withhold shipment (including partial shipments) of any order or may, at its option, require Customer to pre-pay for further shipments. All payments not received when due shall be subject to an additional charge of three percent (3%) over the publicly announced prime interest rate for loans by the Royal Bank of Canada on the 15th day of the month in which the invoice is rendered. Customer grants MPBC a security interest in Products purchased under this Agreement to secure payment for those Products purchased. If requested by MPBC, Customer agrees to execute financing statements to perfect this security interest. There is no set-off right for the Customer.

5. TITLE TO PRODUCTS: Title and right of possession of the Products sold hereunder shall remain with MPBC until all payments provided hereunder have been made in full. The Customer agrees to do all acts necessary to protect and maintain such interim right and title in MPBC. Failure of the Customer to pay the purchase price for any product, when due, shall give MPBC the right, without liability, to repossess such Product, with or without legal notice, and to avail itself of any legal remedy.

6. CANCELLATION: The Customer may not cancel, terminate, suspend performance of, or issue a hold on, any Customer order, in whole or in part, without the prior written consent of MPBC, which consent, if given, shall be upon terms that will compensate MPBC for any loss or damage therefrom, including but not limited to, the price of Products shipped to, manufactured for, or held separately for, the Customer, and loss of profits, incurred costs, and a reasonable allocation of general and administrative expenses relating to the Products.

7. LIMITED PRODUCT WARRANTY: Notwithstanding any provision to the contrary, MPBC’s sole and exclusive obligations to the Customer for any Product made by MPBC and sold hereunder are to repair returned Product or provide a replacement Product, at MPBC’s sole option, for any Product which has been returned to MPBC under the RMA procedure (as defined below) and which in the reasonable opinion of MPBC is determined to be defective in workmanship, material or not in compliance with the mutually agreed written applicable specifications and has in fact failed under normal use or before one (1) year from the date of original shipment of the Product. All Products, which are experimental Products, prototypes or Products used in field trials, are not warranted. Any Product repaired or replaced under warranty is only warranted for the period of time remaining in the original warranty for the Product. MPBC reserves the right, at its sole option, to issue a credit note for any defective Product as an alternative to repair or replacement. The warranty provided herein shall extend to any Product which has proved defective and has failed through normal use, but excludes and does not cover any Product or parts thereof which has been accidentally damaged, disassembled, modified, misused, used in applications which exceed the Product specifications or ratings, neglected, improperly installed or otherwise abused or is used in hazardous activities.

8. RETURN MATERIAL AUTHORIZATION PROCEDURES: MPBC will only accept Products returned under the MPBC Return Material Authorization process (“RMA”). Customer shall obtain a RMA number from MPBC prior to returning any Product and return the Product prepaid and insured to MPBC to the FCA point. Any Product which has been returned to MPBC but which is found to meet the applicable specification for the Product and not defective in workmanship and material, shall be subject to MPBC’s standard examination charge in effect at the time which shall be charged to the Customer. Where any Product is returned without an itemized statement of claimed defects, MPBC will not evaluate the Product but will return it to the Customer at the Customer’s expense.
Egregio R.U.P.,

come da Sua richiesta, inviamo la ns. offerta per il materiale di Suo interesse:

<table>
<thead>
<tr>
<th>POS.</th>
<th>Q.TÀ</th>
<th>DESCRIZIONE</th>
<th>PREZZO UNIT. EURO</th>
</tr>
</thead>
</table>
| 1    | 1    | **Mod. RFA-P-8-1178-SF**  
Single Frequency Raman amplifier with the following technical features:  
- Output power: 8W  
- Amplification band: 1177 – 1179 nm  
- Emission wavelength: 1178 nm (± 1 nm)  
- Degree of polarization (@ output): min 98%, nominal value 99%.  
- Beam quality: M2: 1.1  
- Air cooled system  
- Included power supply  
- Computer interface: RS232/USB  
  
Pump module **to be provided by the customer**, 2RU 19” compatible.  
  
Note: Line width and central emission wavelength stability are determined by the seed laser provided. The seed laser should be provided to MPB by the customer 1 month before the RFA is ready for shipment. MPB will require approximately 20 mW output power in-fiber after 60dB dual stage isolator from the seed laser. The seed should have a fiber dock or connectorized output. MPB cannot accept a free space beam from the seed laser  
  
**Please refer to the datasheet for additional details.**
N. B. : In caso di ordine, per facilitarne l'evasione, si prega di citare per esteso le seguenti condizioni di fornitura.

Resa : f.co Vs. sede.
Pagamento : bonifico bancario a 30 gg. d.f.
Consegna : circa 26 settimane da ric. ordine.

A causa della situazione attuale legata all'emergenza COVID-19, le consegne potrebbero subire ritardi.
Prezzi : in Euro, I.V.A. esclusa.
Garanzia : 12 mesi dalla data del documento di consegna.
Ordine minimo : non si accettano ordini inferiori a € 200,00 I.V.A. esclusa.
Validità offerta : 30 giorni dalla data della presente.

Non esiti a ricontattarci per eventuali ulteriori informazioni che dovessero rendersi necessarie.

Distinti saluti,

Andrea Carpi