

ISTITUTO NAZIONALE DI FISICA NUCLEARE

GIUNTA ESECUTIVA

DELIBERAZIONE N. 11026

La Giunta Esecutiva dell'Istituto Nazionale di Fisica Nucleare, riunita in Roma in data 15.04.2016,

- vista la nota del 24.03.2016, con la quale la Dott.ssa Chiara Meroni, Direttore della Sezione di Milano, chiede di affidare alla Società SAINT-GOBAIN CRISTAUX ET DETECTEURS di St Pierre les Nemours (Francia), la fornitura di n. 2 cristalli di LabBr3: Ce cilindrici, dimensioni 3"x 3" per l'esperimento GAMMA della Sezione di Milano;
- preso atto che le funzioni del Responsabile Unico del Procedimento sono espletate dalla Dott.ssa Bènèdicte Million;
- vista la relazione della Dott.ssa Nives Blasi, allegata alla presente deliberazione come parte integrante e sostanziale, nella quale sono illustrati i motivi per i quali la Società SAINT-GOBAIN CRISTAUX ET DETECTEURS, in quanto titolare dei diritti di esclusiva, è l'unica in grado di effettuare la fornitura richiesta;
- visti il Capitolato tecnico e le Condizioni contrattuali, predisposti dal Responsabile Unico del Procedimento, allegati alla presente deliberazione come parti integranti e sostanziali;
- vista l'offerta economica n. QUO-42355-Y2D3T1 del 17.03.2016, presentata dalla Società SAINT-GOBAIN CRISTAUX ET DETECTEURS di St Pierre les Nemours (Francia), allegata alla presente deliberazione come parte integrante e sostanziale;
- preso atto che per la fornitura in oggetto è prevista una spesa di € 55.500,00, oltre IVA 22%, per un totale di € 67.710,00, che trova copertura nel bilancio 2016 dell'Istituto - Sezione di Milano - capitolo U2020105001 (Attrezzature Scientifiche Impianti);
- visto l'art. 57 comma 2 lettera b) del d.lgs. n. 163/06 e s.m.i.;
- considerato che alla procedura in argomento è stato attribuito - dall'Autorità Nazionale Anticorruzione - ANAC - il Codice di Identificazione Gara (CIG) n. 6614037BFC;
- visto lo schema di contratto da stipulare con la Società SAINT-GOBAIN CRISTAUX ET DETECTEURS di St Pierre les Nemours (Francia);
- visto l'articolo 14 co. 5 dello Statuto dell'INFN, secondo cui la Giunta Esecutiva delibera in materia di contratti per lavori, forniture e servizi e prestazioni d'opera e professionali che esulano dalla competenza dei Direttori delle Strutture.

DELIBERA

1. Di approvare l'affidamento del contratto per la fornitura di n. 2 cristalli di LabBr3: Ce cilindrici, dimensioni 3"x 3" per l'esperimento GAMMA della Sezione di Milano alla Società SAINT-GOBAIN CRISTAUX ET DETECTEURS di St Pierre les Nemours (Francia), per la Sezione di Milano per un importo di € 67.710,00, IVA inclusa.
2. Di imputare la spesa di cui al punto precedente nel bilancio dell'Istituto - Sezione di Milano - così come indicato in narrativa.
3. Di subordinare l'adempimento di cui al punto 1 al parere di congruità da parte di una Commissione tecnica composta da:
 - Nives Blasi - Presidente
 -
Domenico Santonocito
 -
Oliver Wieland
 -

I componenti della Commissione sono designati quali incaricati del trattamento dei dati personali con riferimento ai soli dati e per le finalità connesse alle attività ad essi affidate.

4. Di autorizzare il Presidente dell'Istituto a formalizzare con propria disposizione, in caso di parere positivo della Commissione, l'adempimento di cui al punto 1.

**Relazione tecnica per l'acquisto di
due scintillatori di $\text{LaBr}_3:\text{Ce}$ di 3" x 3"**

Si richiede l'acquisto di due rivelatori a scintillazione con il materiale "Brilliance380" brevettato dalla ditta Saint-Gobain e dunque prodotto in esclusiva dalla stessa ditta. Si tratta di due rivelatori di $\text{LaBr}_3:\text{Ce}$ cilindrici di dimensioni 3" x 3".

Questi rivelatori dovrebbero completare gli acquisti effettuati negli anni precedenti: un primo cristallo di dimensioni 3"x3", un secondo, un terzo e un quarto di stesse dimensioni e dieci cristalli di dimensioni 3,5"x8" sono stati ordinati tra il 2006 e il 2015 ed hanno dimostrato di rispondere alle aspettative. Questa nuova richiesta si inquadra nell'ottica di realizzare nell'arco di qualche anno un array per coprire circa 1π di angolo solido per misure di spettroscopia γ ad alte energie.

Lo Scintillatore "Brilliance380" ha aperto nuove possibilità per la spettroscopia γ per le seguenti ragioni: nelle misure di spettroscopia γ si usano attualmente rivelatori al Germanio con ottima risoluzione energetica (inferiore allo 0.2% a 1 MeV) e scarsa risoluzione temporale (dell'ordine o superiore ai 10 ns) per la rivelazione di raggi γ di bassa energia (sotto i 3-4 MeV) e scintillatori BaF_2 con ottima risoluzione temporale (0, 5ns) e scarsa risoluzione energetica (dell'ordine di 100 keV attorno a 1 MeV) per la rivelazione di raggi γ di alta energia (fino ai 20-30 MeV).

La ditta Saint-Gobain sta producendo da una decina di anni il materiale Brilliance380 con caratteristiche che costituiscono un ottimo compromesso rispetto ai rivelatori precedentemente in uso. Questo nuovo materiale è caratterizzato da buona risoluzione energetica (2,8% a 662 keV del ^{137}Cs nei migliori casi) e di una risoluzione temporale dell'ordine di 250 ps. Dopo un periodo di difficoltà nella produzione di cristalli di grandi dimensioni, la ditta ha raffinato la procedura di costruzione e la qualità dei cristalli con queste grandi dimensioni si è rivelata simile a quella di rivelatori di dimensioni medio-piccole.

Intendiamo acquistare due cristalli Brilliance380 ($\text{LaBr}_3:\text{Ce}$) di dimensioni 3" x 3", sigillati all'interno di un contenitore di alluminio con finestra ottica di vetro (glass optical window). I cristalli di $\text{LaBr}_3:\text{Ce}$ dovranno avere una risoluzione energetica non superiore al 3,5 % misurata a 662 keV.

La consegna deve essere fatta presso il nostro istituto.

L'oggetto non è presente nel sistema di convenzione consip e nel MEPA.

Nives Blasi



Milan, 11 3 Marzo 2016

prot. 54

SAINT-GOBAIN CRISTAUX ET DETECTEURS

104 route de Larchant
77140 St Pierre les Nemours
France

Oggetto: Richiesta di offerta per la fornitura di n. 2 rivelatori cilindrici con cristallo di LaBr_3 di dimensioni 3" di diametro x 3" di lunghezza.
CIG 6614037BFC

La Ditta in indirizzo, Saint-Gobain Cristaux et Détecteurs d'ora in poi SGC, è invitata a presentare la propria migliore offerta per la fornitura di quanto segue:

N. 2 Rivelatore cilindrici con cristallo di LaBr_3 di dimensioni 3" di diametro x 3" di lunghezza

A) PRESENTAZIONE DELLE OFFERTE

L'offerta dovrà pervenire entro il giorno 18 Marzo 2016 presso la Sezione di Milano dell'INFN, al seguente indirizzo:

I.N.F.N. Sezione di Milano
Segreteria Amministrativa INFN
Via Celoria, 16
I - 20123 MILANO (MI)

All'esterno del plico dovrà apporsi la seguente dicitura: "OFFERTA PER LA FORNITURA DI N. 2 CRISTALLO al LaBr_3 - RUP DOTT.SSA B. MILLION

L'offerta può essere anticipata via fax al n. +39 02 50317487 e successivamente dovrà essere inviata per raccomandata del servizio postale di Stato, oppure tramite corriere espresso autorizzato oppure a mano.

Resta inteso che il recapito del plico rimane ad esclusivo rischio del mittente in particolare nel caso in cui, per qualsiasi motivo, il plico stesso non pervenisse a destinazione in tempo utile.

B) CAPITOLATO TECNICO

N76x76 / Brilliance380

Specifiche:

- Cristallo di B380 di diametro 76,2 mm x lunghezza 76,2 mm
- Aluminium involucro di spessore 0,5mm
- Guida di luce di 5mm di spessore
- Funzionamento in condizioni normali eccetto sotto vuoto
- Nessun shock, vibrazione
- Temperatura di funzionamento: da 5°C a 50°C - gradiente: 8°C/ora
- Temperatura di stoccaggio: da -20°C a 50°C - gradiente: 8°C/ora
- Fondo dovuto al ^{227}Ac compreso tra 1,6 e 2,6MeV inferiore o uguale a 0,15 cts/cm³

Prestazioni:

La risoluzione energetica intesa come FWHM sarà misurata alle seguenti energie: 662keV, 1332keV, 2614keV.

FWHM@ 662 keV:

- inferiore a 3% obiettivo da raggiungere sulla base del migliore sforzo.
- inferiore a 3.5% misurata con un fototubo di 3" – valore garantito

Questo valore è un valore garantito; nessun rivelatore con prestazione maggiore del valore in precedenza specificato sarà consegnato a meno di un accordo specifico con l'INFN.

C) OBBLIGHI CONTRATTUALI RICHIESTI ALLA DITTA

Penali

E' prevista una penale pari al 2% dell'importo totale per ogni mese di ritardata consegna della fornitura completa, fino a un massimo del 5% dell'importo totale della fornitura.

Garanzia

La garanzia applicata alla fornitura in oggetto dovrà essere per un periodo non inferiore a dodici mesi. Il periodo di garanzia di ogni rivelatore avrà inizio dalla consegna del rivelatore all'INFN-Milano, ed è limitata, secondo la proposta di SGC, alla riparazione gratuita o alla sostituzione gratuita del rivelatore difettoso o al rimborso del prezzo del rivelatore difettoso, all'esclusione di qualunque altra soluzione o indennità. SGC garantisce che i rivelatori forniti siano nuovi, mai utilizzati in precedenza e soddisfino le specifiche e prestazioni come garantito dal capitolato tecnico descritto in precedenza.

Consegna/Incoterm

La ditta dovrà impegnarsi a consegnare il materiale oggetto della fornitura CIP INFN Sezione di Milano (Incoterms 2000), entro 12 settimane.
I costi di trasporto dovranno essere inclusi nell'offerta.

Collaudo

Le risoluzioni energetiche (FWHM) dei rivelatori saranno misurate e devono soddisfare le prestazioni garantite.

Pagamenti

Il pagamento sarà effettuato, entro 30 giorni dalla data di ricevimento della fattura, dopo la consegna del rivelatore, tramite bonifico bancario

La fatturazione dovrà essere intestata a:

INFN. Sezione di Milano
Via Celoria, 16
I - 20133 MILANO (MI)

Altri termini e condizioni

La vendita dei cristalli sarà regolata dalle Condizioni Generali di Vendita di SGC (una copia sarà allegata all'offerta di SGC). In caso di conflitti tra le Condizioni Generali di Vendita di SGC e i termini di questa richiesta di offerta, saranno considerati i termini della presente richiesta di offerta.

Foro Competente

Per ogni controversia il Foro competente è quello di Roma - Italia.

Validità dell'offerta

L'offerta presentata dovrà avere una validità non inferiore a 60 giorni.

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D) DOCUMENTAZIONE DA PRESENTARE

Unitamente alla presentazione dell'offerta la ditta dovrà presentare:

- la presente richiesta di offerta, timbrata e firmata in ogni pagina per accettazione;
 - la dichiarazione sostitutiva (solemn declaration);
 - Pass OE fornito dal Sistema AVCPASS, relativo alla presente procedura.
- La mancanza del Pass OE non consente alla stazione appaltante di procedere alla verifica della documentazione comprovante il possesso dei requisiti per la partecipazione alla gara e può comportare, di conseguenza, l'esclusione del *partecipante*.

E) NOTE A CARATTERE GENERALE

L'offerta, mentre sarà impegnativa per la ditta, lo sarà per l'I.N.F.N. solo dopo che sarà stata approvata, a giudizio insindacabile, dagli Organi competenti dell'I.N.F.N. stesso.

L'Istituto è altresì libero di non procedere all'aggiudicazione, senza che la ditta partecipante possa, comunque, muovere od avanzare pretese.

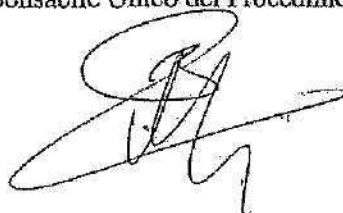
Per qualsiasi informazione relativa alla presente richiesta di offerta, la ditta invitata potrà prendere contatto con la **Dr. Bénédicte MILLION** della sezione di Milano dell'INFN (tel.: +39 02 50317292 o fax: +39 02 50317487, e-mail: benedicte.million@mi.infn.it).

La partecipazione alla presente gara comporta da parte della Ditta l'accettazione di tutte le norme e condizioni sopra esposte o richiamate, con riserva da parte dell'I.N.F.N. di far reiterare, ove necessario, documenti, certificazioni, dichiarazioni e quanto altro ritenuto necessario ed esaustivo per la stipulazione del contratto.

Cordiali saluti.

Dr. Bénédicte MILLION
Il Responsabile Unico del Procedimento

Allegati: c.s.d.



Signature



MA



FORMAL OFFER

Company Information

Acct #: 6050
 Name: INFN Milano
 Attn: BENEDICTE MILLION
 Via G. Celoria 16
 Milano, IT I-20133
 Italy

Offer Date: March 17, 2016
 Offer Number: QUO-42355-Y2D3T1
 Revision: 4
 Expiration Date: May 16, 2016
 Payment Terms: Net 30 Days
 Shipping Terms: CIP Destination
 Customer Ref #:

Email: million@mi.infn.it
 Phone: +39 (02) 503 17292

Country Of Origin: France

In response to your request, we are pleased to offer the following:

Customer Notes:	Your order will be shipped and billed from our factory in France so please issue your order to Saint-Gobain Cristaux et Détecteurs, 104 route de Larchant 77140 St Pierre les Nemours France , Tel +331 64 45 10 10, Fax +331 64 45 10 01, Briglita.Berasategui@saint-gobain.com Please address payment to FORTIS BANK Brussels BELGIUM, Montagne du Parc, 3 - 1000 Bruxelles - BELGIUM. IBAN: BE40210074312863. SWIFT: GEBABEBB 36A, Beneficiary: SAINT-GOBAIN CRISTAUX & DETECTEURS (mention your company name and the invoice number with payment). CIG 6614037BFC
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ITEM	QTY	U/M	DESCRIPTION	PART NO.	UNIT PRICE	TOTAL PRICE
1	2	EA	N 76x76 /Brilliance 380 Market: PHYSICS Specifications: diam. 76,2mm x 76,2mm B380 crystal 0,5mm aluminum housing 5mm light guide General specifications: No shock, vibration Operation under normal environment excluding vacuum Operating Temperature: 5°C to 50°C - rate: 8°C/hour Storage Temperature: -20°C to 50°C - rate: 8°C/hour Performances: End-on PHR @ 662keV less or equal than 3,5% - Guaranteed value - when measured with PMT 3" R4017 End-on PHR @ 662keV expected to be less or equal than 3,0% - Best effort basis, no guaranteed value - when measured with PMT 3" R4017 *Estimated Lead Time: 10-12 weeks, upon acceptance of the order and drawing validation	1-4-5989 Ind A	€27550.00	€55100.00
2	2	EA	CIP CHARGES CIP DESTINATION INFN SEZIONE DI MILANO *Estimated Lead Time:		€200.00	€400.00
Total:						€55500.00

*Lead times are based on our current workloads. A firm delivery date will be provided at the time of order.

104 route de Larchant VAT REG FR89316263029
 77140 St Pierre les Nemours 77140ST PIERRE NEMOURS FRANCE, 77140 FRANCE
 Saint-Gobain Ceramics & Plastics, Inc.

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Saint-Gobain
Chimie des Matériaux
77140 St Pierre les Nemours
Siret 010 263 040 50030 - APE 281 B

Please reference offer number (QUO) shown above when placing an order.

By:

Carole Marmonier

Tel: +33476633407

Email: Carole.Marmonier@saint-gobain.com

CC:

Any sale made pursuant to this offer will be governed by Saint-Gobain Crystals standard terms and conditions of sale. Your acceptance of this offer is conditioned upon written verification to the satisfaction of Saint-Gobain Crystals of your credit worthiness. Please see terms and conditions at http://www.crystals.saint-gobain.com/Conditions_Sale.aspx.

Country of ultimate destination, ultimate end-user and ultimate end-use required prior to placing order.

Please note that our facility in France will be closed for the month of August, which is not reflected in the lead time quoted. The effect of this closure on scheduled ship dates will be dependent on the timing of the receipt and acceptance of your purchase order. For more information please contact your customer service representative.

Note: Saint-Gobain Crystals products are of a highly complex nature. Our commitment under any product sale based on this offer or any further correspondence in this regard shall therefore be limited to the delivery of products complying with the functional specifications expressly mentioned in this Formal Offer and/or contained in written documents (e.g. Technical Instructions) provided by us. Any other functional specification not expressly mentioned in these documents cannot be warranted, even if inherent and measured in samples provided by us.

104 route de Larchant VAT REG FR89316263029
77140 St Pierre les Nemours 77140 ST PIERRE NEMOURS FRANCE, 77140 FRANCE
Saint-Gobain Ceramics & Plastics, Inc.

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STANDARD CONDITIONS OF SALE

Saint-Gobain Ceramics & Plastics, Inc. d.b.a. Saint Gobain Crystals

CONTRACT

The terms and conditions set forth below constitute the expression of all the terms of this agreement and a complete and exclusive statement of the agreement between Purchaser and Saint-Gobain Crystals. Any additional, contradictory or different terms contained in any initial or subsequent order or communication from Purchaser pertaining to the Goods described on the face hereof are hereby objected to. All representations, promises, warranties or statements by any agent or employee of Saint-Gobain Crystals that differ in any way from the terms and conditions hereof shall be given no effect or force. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. All orders are received subject to approval by Saint-Gobain Crystals at its principal office in Hiram, Ohio and any acceptance by Saint-Gobain Crystals is made conditional on Purchaser's assent to the additional or different terms contained herein. Purchaser shall be bound by the terms and conditions herein when it executes and returns an acknowledgment copy to Saint-Gobain Crystals, or when it otherwise indicates acceptance of these terms and conditions, or when it accepts delivery from Saint-Gobain Crystals of, or pays Saint-Gobain Crystals for any of the goods or services specified herein. No waiver or alteration of terms herein shall be binding unless in writing, signed by an authorized representative of Saint-Gobain Crystals. This contract shall be governed by the laws of the State of Ohio, without giving effect to its conflicts of laws provisions.

TERMS OF PAYMENT

All prices are net and unless other terms are specified, the full price is to be paid within 30 days from date of shipment. A service charge of one and one-half per cent per month of the amount past due will be instituted for late payment. Payment is to be in United States dollars. In the event that Saint-Gobain Crystals incurs fees and expenses, including but not limited to attorneys fees and court costs, to collect sums due and owing hereunder and otherwise enforce its rights hereunder, such fees and expenses shall be paid by Purchaser.

TAXES

Saint-Gobain Crystals' prices do not include sales, use, excise and other taxes which may be levied, assessed or imposed upon the goods or the sale thereof at any time at or after delivery thereof at the f.o.b. point to the carrier or the Purchaser. If any such taxes which have been collected by Saint-Gobain Crystals from the Purchaser and paid to the taxing authorities are thereafter held inapplicable, Saint-Gobain Crystals will refund the same to the Purchaser only to the extent that the same has been refunded to Saint-Gobain Crystals by the taxing authority.

If the Purchaser is exempt from the payment of any specific tax which would otherwise be applicable, it shall be the duty of the Purchaser to furnish Saint-Gobain Crystals' proper exemption certificates.

RISK OF LOSS AND TITLE

The Purchaser assumes all responsibility for and risk of loss or damage to the goods after delivery at the f.o.b. point to the carrier, at which time the thereto shall pass to the Purchaser, unless special contract terms are agreed upon whereby Saint-Gobain Crystals actually receives the shipment.

WARRANTY

The only warranty given with the goods described on the face hereof is Saint-Gobain Crystals' Extended Warranty or Standard Warranty Statement. SAINT-GOBAIN CRYSTALS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE GOODS SOLD HEREUNDER.

Saint-Gobain Crystals' obligation hereunder shall be limited to the repair or replacement, at Saint-Gobain Crystals' option, of any goods or any part thereof, which, upon Saint-Gobain Crystals' receipt and examination prove to have been defective due to failure to comply with the above warranty within the specified warranty period.

The warranty constitutes the fulfillment of Saint-Gobain Crystals' obligation to the Purchaser. Saint-Gobain Crystals is not responsible for damages of any kind including incidental or consequential damages, and Saint-Gobain Crystals assumes no warranty obligation whatsoever for goods where the application has been outside the applicable specifications for the goods.

LIABILITY AND DAMAGES

Limitation of Saint-Gobain Crystals' liability (whether under the theories of breach of contract or warranty, negligence, strict liability or other theories) shall be limited to repairing or replacing goods found by Saint-Gobain Crystals to be defective. IN NO EVENT SHALL SAINT-GOBAIN CRYSTALS BE LIABLE FOR ANY OTHER DAMAGE INCLUDING BUT NOT LIMITED TO ANTICIPATED PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE OF THE GOODS OR OF ANY INSTALLATION INTO WHICH THE GOODS MAY BE PUT.

DELAYS

Saint-Gobain Crystals shall be entitled to an extension of time for the performance of any contract of sale in the event of and to the extent of any delays caused by lack of correct or complete data furnished by the Purchaser, by changes or revisions in specifications requested or consented to by the Purchaser, by tardy approval of drawings by the Purchaser, or by any cause or condition beyond Saint-Gobain Crystals' reasonable control. By way of example, but not exclusion, any of the following shall be a cause or condition beyond Saint-Gobain Crystals' reasonable control, namely, fire, strikes or labor trouble, orders of civil or military authorities, insurrections, riots, vandalism, car shortages, disasters, transportation delays, and inability to obtain satisfactory materials or manufacturing elements at rates or prices then generally in effect.

STORAGE

Finished goods on which manufacture or delivery is delayed due to any cause not within Saint-Gobain Crystals' control may be placed in storage by Saint-Gobain Crystals, either in Saint-Gobain Crystals' plant or elsewhere, for the Purchaser's account and risk, and the Company's regular charges therefor and expenses in connection therewith shall be paid by the Purchaser promptly upon presentation of invoices; but if in Saint-Gobain Crystals' opinion it is unable to furnish, obtain or continue such storage, the Purchaser will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith.

PATENTS

Saint-Gobain Crystals agrees that it will at its own expense defend all suits or proceedings instituted against the Purchaser, and to pay any award of damages assessed against the Purchaser therein, to the extent that the same are based upon any claim that the goods or any part thereof, sales thereof, or the normal use therefore for the purposes set forth in the purchase order constitutes an infringement of any patent of the United States, other than a claim relating to a process or a product thereof, provided the Purchaser gives to Saint-Gobain Crystals immediate notice in writing of the institution of the suit or proceeding and permits Saint-Gobain Crystals through its counsel to defend the same and give Saint-Gobain Crystals all needed information, assistance and authority to enable Saint-Gobain Crystals to do so. If in any such suit or proceeding the goods or any part thereof is finally held to constitute infringement and its further use finally enjoined, Saint-Gobain Crystals, within a reasonable time thereafter and at its election and expense, will either (1) secure for the Purchaser the right to continue to use the goods or part either by obtaining a license for such continued use or by any other appropriate means, or (2) replace such equipment or part or modify the same so as to render it non-infringing, or (3) remove the entire goods from the Purchaser's premises and refund to the Purchaser the sums theretofore paid by the Purchaser to Saint-Gobain Crystals for the goods. The foregoing states the entire liability of Saint-Gobain Crystals with respect to patent infringements.

Purchaser agrees that it will indemnify Saint-Gobain Crystals for any defense expenses and damage award against Saint-Gobain Crystals resulting from sales to Purchaser of products specifically requested by Purchaser to include features resulting in infringement of patent rights of a third party when such features are not offered by Saint-Gobain Crystals in the ordinary course of business.

RETURNED EQUIPMENT

Saint-Gobain Crystals does not make a practice of permitting a Purchaser to return purchased goods or parts thereof to Saint-Gobain Crystals and receive credit therefor without authorization. Any such return of equipment or parts for credit will be permitted only after written authorization has been obtained from the principal office of Saint-Gobain Crystals in Hiram, Ohio and only if all transportation charges are paid in advance by the Purchaser. Saint-Gobain Crystals will refuse to accept shipment of any goods or parts unless the foregoing conditions have been complied with. Goods built to a Purchaser's specification cannot be returned for credit under any condition.

SCHEDULED DELIVERY

Saint-Gobain Crystals will endeavor to meet all scheduled delivery dates. Purchaser may not change scheduled delivery dates without Saint-Gobain Crystals' written approval. No orders for standard units can be rescheduled within thirty (30) days of last confirmed delivery date or within forty-five (45) days for custom or modified standard units. Unless otherwise specified on the face hereof, all quantities must be delivered within twelve (12) months from the date of Saint-Gobain Crystals' receipt of Purchaser's order, otherwise, the order so far as it is unfilled may be canceled by Saint-Gobain Crystals, and Purchaser shall be liable for cancellation charges as provided herein.

CANCELLATION

Orders for custom goods, modified standard goods and non-stock goods are not cancelable by Purchaser unless otherwise agreed to in writing by Saint-Gobain Crystals. Purchaser may cancel any purchase order for stocked standard goods at no charge provided written notice of such cancellation is received by Saint-Gobain Crystals at least ninety (90) days before the scheduled delivery date. If less notice is provided, Purchaser agrees to pay a cancellation charge in accordance with the following schedule: If the number of days between receipt of cancellation and the scheduled delivery date is 90 days or more, no charge, 30-89 days, charge will be 50% of the selling price.

Stock standard goods for delivery less than thirty (30) days after receipt of Purchaser's notice may not be canceled unless otherwise agreed to in writing by Saint-Gobain Crystals.

PRICE CHANGES

Saint-Gobain Crystals reserves the right to revise prices set forth herein, in connection with its adoption of a new price schedule or modification of existing schedule, generally applicable to goods of the kind covered hereby. Such revised prices shall be applicable hereunder on all shipments made on and after the effective date of the price change. Purchaser may, upon receipt of notice of change in price to goods covered hereby, cancel that part of the order scheduled to be shipped more than four (4) weeks after price notification, which will be subject to such change in price, by written notice to Saint-Gobain Crystals within seven (7) days after its receipt of such notice.

IMPAIRMENT OF CUSTOMER'S CREDIT

If at any time it is Saint-Gobain Crystals' judgment that the Purchaser's credit has become impaired, Saint-Gobain Crystals shall be entitled to decline to make further shipments on any order to Purchaser until receipt of satisfactory security or of cash payments in advance, or Saint-Gobain Crystals may terminate the order as to any remaining shipments, without prejudice to Saint-Gobain Crystals' rights accrued up to the date of any cessation of shipments or termination of order.

TOOLS AND DIES

All special tools, dies, equipment and plans which are manufactured or developed for use in the fabrication of goods to Purchaser's specifications, whether or not covered by a purchase order from Purchaser, will remain the property of, and in the possession and control of, Saint-Gobain Crystals. All changes specified by Saint-Gobain Crystals for such tools, dies, equipment or plans are for the use thereof only and do not convey to Purchaser any interest therein. Purchaser shall hold Saint-Gobain Crystals harmless from all claims in respect of infringement of patent or other industrial property rights arising from use by Saint-Gobain Crystals of such items in fulfillment of Purchaser orders. New or additional tools and dies, or changes necessary in existing equipment to conform to changes in design ordered by Purchaser are to be paid for by Purchaser.

ASSIGNMENT

Purchaser may not assign its right or duties hereunder, by operation of law or otherwise, without the prior written consent of Saint-Gobain Crystals.

SGC Standard Conditions of Sale.doc

Product Warranty

Scintillation Detectors

Scintillators Included in this Warranty:

Nal(Tl), CsI(Tl), CsI(Na), BGO, BaF₂, CaF₂, CdWO₄, BrillanCe™350, BrillanCe™380, PreLude™420, Organics, YAG(Ce)

Each Saint-Gobain Crystals' scintillation detector is manufactured from high quality crystal, processed to obtain the best possible performance and assembled and packaged in accordance with advanced design and engineering techniques. Each detector assembly is tested prior to shipment and is accompanied by a data sheet bearing the performance specifications of the detector at the time of shipment. These records are permanently maintained by us for future reference.

Scintillation Detectors –

Saint-Gobain Crystals will repair or replace, at no charge, any detector which fails within a period of **two years from date of shipment, with the exception of BrillanCe™ series detectors that are one year**, as a result of faulty construction or failure of the hermetic seal(s).

This warranty does not apply to any detector which fails as a result of abuse or exposure to a non-laboratory environment. A normal laboratory environment is defined as air at normal pressure and any humidity, at a temperature between +40°F and +110°F (+4°C to +43°C) which temperature does not change at a rate greater than 15°F (8°C) per hour and which does not heat or cool any region of the detector such as to produce a temperature gradient of greater than 5°F (3°C) across the affected region. Refer to the "Handling and Care of Scintillation Detectors" which information has been delivered to you along with the detector(s) and which is also available on our web site www.detectors.saint-gobain.com.

Detector assemblies designed for use in specific applications where severe environmental conditions may be encountered carry a specific warranty. Please contact sales/customer service for further explanation of warranties.

Photomultipliers (PMTs) –

For photomultipliers, we pass on to the customer the PMT manufacturer's standard warranty, which in most cases is one year.

General Information –

This warranty applies only to the original purchaser of the detector and only to product with serial numbers still legible. This warranty does not apply to any detector which fails as a result of abuse or exposure to a non-laboratory environment. This warranty does not apply if the product has been modified or altered without our express written approval.

(continued on other side)

Instructions for Returning Product to us –

A claim against this warranty must be made within the warranty period. The purchaser must obtain a Return Materials Authorization (RMA) number from our sales/service organization (phone numbers* below) prior to shipment. The RMA number must be referenced on the packing list and other documentation. All detectors being returned for warranty repair should be adequately packaged; use of our original shipping material and container will help assure that no damage occurs in transit or storage. Product claimed defective or nonconforming must be returned to us freight prepaid by the purchaser with a statement identifying the reason(s) for the return, along with our part number and serial number. Please ship against a return purchase order rather than a debit memo. Product returned to us that is found to be in good working order or damaged for causes not covered by this warranty will be subject to a service charge. Upon completion of repairs, detectors will be returned to the purchaser freight prepaid.

Call Customer Service:

For Inorganic Scintillation Detectors:

In the U.S.: 440/834-5600

In Europe: 33(1)64.45 10 10

For Organic Scintillation Detectors:

In the U.S.: 440/834-5600

In Europe: 31 35 60 29 700

SAINT-GOBAIN
CRYSTALS

Scintillation Products



USA

Saint-Gobain Crystals
17900 Clear Lakes Parkway
Bloom, OH 44234
Tel: (440) 834-5600
Fax: (440) 834-7680

Europe

Saint-Gobain Crystals
100 Route de l'archant
49521
72731 Nemours Cedex, France
Tel: 33 (0)3 45 10 10
Fax: 33 (0) 3 45 10 11

PO Box 4093
2060 DB Soest
The Netherlands
Tel: 31 (0) 20 23 790
Fax: 31 (0) 20 23 714

Japan

Saint-Gobain KK Crystals Division
1-2-1 Kojimachi Chiyoda-ku
Tokyo 102-8085 Japan
Tel: 81 (0) 3 2045 4188
Fax: 81 (0) 3 204 7249

China

Saint-Gobain (China) Investment Co.
Ltd.
11-01 CMC Building
14 Jiaoguanmen Avenue
Beijing 100045 China
Tel: 86 (0)10 5915 0910
Fax: 86 (0) 10 5915 4500

www.detectors.saint-gobain.com

Product Warranty Scintillation Detectors

General Information (continued) -

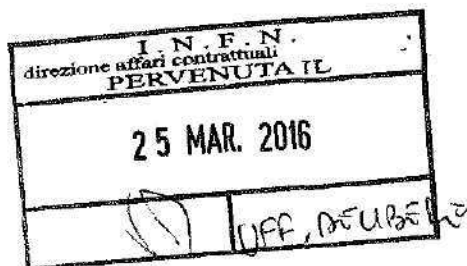
Saint-Gobain Crystals' obligation hereunder shall be limited to the repair or replacement, at our option, of any detector or any part thereof which, upon receipt and examination, proves to have been defective within the specified warranty period. We are not responsible for damages of any kind including incidental or consequential damages. To the extent permitted by law, this warranty is in lieu of all other warranties, express or implied, and constitutes the fulfillment of Saint-Gobain Crystals' obligations to the purchaser.

The BrillanCe materials are protected under patents US7,067,815B2, US7,067,816B2, EP1255796B1, EP1257612B1, ZL02805267.3 and EP1516078B1

*Bicron, BrillanCe and Prelude are registered trademarks of Saint-Gobain Ceramics & Plastics, Inc. Manufacturer reserves the right to alter specifications.
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(07-11)

Milano, 24 Marzo 2016



Al Presidente INFN
Prof. Fernando Ferroni

Alla Dott.ssa Valeria De Nicola
Direzione Affari Contrattuali e Patrimoniali INFN

Oggetto: trasmissione offerta relativa alla procedura di acquisto a fornitore unico per l'acquisto di due cristalli di LabBr3: Ce cilindrici dimensioni 3" x 3"- Esperimento Gamma Sezione di Milano - Importo Euro 55.500 + IVA - CIG 6614037BFC

Caro Presidente,

con la presente lettera Ti trasmetto la documentazione relativa alla procedura di acquisto a fornitore unico (ai sensi art. 57 c.2 lettera b D.p.R 163/2006) per l'acquisto di due cristalli di LabBr3: Ce cilindrici dimensioni 3" x 3"- Esperimento Gamma Sezione di Milano - Importo Euro 55.500 + IVA - CIG 6614037BFC

L'importo totale di Euro 67710,00 trova copertura sul codice U2020105001 Attrezzature Scientifiche Impianti - Esperimento Gamma Sezione di Milano - Esercizio Finanziario 2016.

Ti chiedo di espletare i necessari passi affinché l'ordinativo possa essere emesso a favore della ditta Saint Gobain Cristaux et Detecteurs

Restando a disposizione per ogni chiarimento Ti invio i piu' cordiali saluti.

Il Direttore
Dott.ssa Chiara Meroni

A handwritten signature in dark ink, appearing to read "Chiara Meroni".