



MINISTERO DELLA DIFESA
AGENZIA INDUSTRIE DIFESA
DIREZIONE GENERALE
STABILIMENTO CHIMICO
FARMACEUTICO MILITARE

INSTRUCTIONS FOR TENDERERS

Initiative AID 013354/01/0

Supply of healthcare technologies and consumables, including installation, commissioning, maintenance and technical-practical training of staff for the paediatric hospital in the Odessa Oblast (Ukraine), as governed by the Agreement (and related annexes) signed between the Italian Agency for Development Cooperation and the Defence Industries Agency, entitled: “*Support for the Odessa Oblast paediatric hospital through the contribution of the Defence Industries Agency – Military Pharmaceutical Chemical Plant*”

LOT NO. 1

**Electromedical devices for neonatal intensive care
CIG BBC72A8B13**

LOT NO. 2

**Devices for non-invasive respiratory support for newborns
CIG BBC72A9BE6**

LOT NO. 3

**Electromedical devices for advanced clinical monitoring and controlled drug administration
for newborns
CIG BBC72AACB9**

LOT NO. 4

**Electromedical devices for maternal diagnostics
CIG BBC72ABD8C**

LOT NO. 5

**Tomographic scanning devices
CIG BBC72ACE5F**

**OPEN PROCEDURE PURSUANT TO ART. 71 OF LEGISLATIVE DECREE NO. 36/2023
WITH REVERSED PROCEDURE**

AWARD CRITERION: LOWEST PRICE

Procedure Manager Col. Arcangelo MORO

Issued on 19/05/2026

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PREAMBLE

The Defence Industries Agency (also “**Agency**” or “**AID**”) has received funding totalling €2,354,000.00 from the Italian Agency for Development Cooperation (also “**AICS**”) for the implementation of initiative AID 013354/01/0 entitled “*Support for the paediatric hospital of the Odessa Oblast through the contribution of the Defence Industries Agency – Military Pharmaceutical Chemical Plant*” (also the “**Initiative**”).

The Initiative is being carried out in collaboration with the Regional Administration of the Odessa Oblast.

On 25 July 2025, AID and AICS therefore signed an Agreement (also the “**Agreement**”) under which, amongst other things, the Military Pharmaceutical Chemical Plant (also “**SCFM**” or “**contracting authority**”) was designated as the Implementing Body for the Initiative.

In this context, by decision to contract ref. no. 458 of 15 April 2026, the contracting authority has decided to award the supplies and services specified in the subject line and described in the “*Special Tender Specifications*” and in the other documents forming part of the tender dossier referred to in point 2.1 below.

The contract will be awarded through an **open procedure**, with a so-called ‘**reversed procedure**’ and application of the **lowest price criterion**, pursuant to Articles 71 and 107(3) of Legislative Decree No. 36/2023, containing the “Public Contracts Code” (hereinafter also referred to as the “**Code**”).

The maximum duration of the procedure, pursuant to Article 17(3) of the Code, is set at 5 months from the publication of the contract notice. Pursuant to paragraphs 4 and 5 of Annex I.3 to the Code, this period may be extended by a reasoned decision of the Procedure Manager (“**RUP**”).

These instructions for tenderers therefore contain the rules governing participation in the open tender procedure conducted electronically by the contracting authority.

This open procedure is, in fact, conducted entirely via the Digital Procurement Platform (“**PAD**” or “**Platform**”), accessible at www.acquistinretepa.it and certified in accordance with current legislation.

The contract covered by this award procedure is funded by AICS funds.

The **official language** of the procedure is **English**. All documents submitted by tenderers and all communications between the contracting authority and the tenderers must therefore be in English. Any documents submitted in other languages must be accompanied by a certified translation in English. The tender documentation will, however, be published in two languages, both in English and in Italian.

As expressly provided in the contract notice, pursuant to Article 107(3) of the Code, the financial offers submitted by tenderers will be examined prior to the verification of the documentation relating to the fulfilment of exclusion and selection criteria, namely the so-called Administrative Documentation required for participation in this call for tenders.

The contracting authority will then verify that the successful tenderer is not subject to any of the grounds for exclusion referred to in Articles 94, 95 and 98 of the Code and that it meets the criteria set out in points 6 and 7 of these Instructions for tenderers.

The place of performance of the supplies and services covered by this call for tenders is the Odessa Oblast Children’s Hospital in Ukraine, located at 3 Vitaliya Nesterenka Street, Peresyp District, Odesa, Odesa Region, 65000, as further specified in Articles 4 et seq. of the “*Special Tender Specifications*” and in Article 3.1 of these Instructions for tenderers .

The Procedure Manager is Colonel Arcangelo Moro.

The contracting authority’s contact details are set out below.

Headquarters: via Reginaldo Giuliani, 201, Florence , 50141;

Email: scfm@aid.difesa.it

Certified email (PEC): scfm.aid@postacert.difesa.it

Website: <https://www.agenziaindustriedifesa.it/>

Platform address: www.acquistinretepa.it

1. PLATFORM

1.1. THE DIGITAL PROCUREMENT PLATFORM (PAD)

1. This procedure is managed entirely electronically and, therefore, only tenders submitted via the PAD will be accepted.

This is a platform certified in accordance with current legislation.

2. Use of the PAD implies tacit and unconditional acceptance of all the terms, conditions of use and warnings contained in the tender dossier, in particular EU Regulation No 910/2014 (hereinafter the eIDAS Regulation – electronic IDentification, Authentication and Signature), Legislative Decree No. 82/2005 containing the Digital Administration Code (CAD) and the AGID Guidelines, as well as the information brought to the users' attention via communications on the PAD.

3. The use of the PAD shall be in accordance with the principles of personal responsibility and professional diligence, as provided for in Article 1176(2) of the Civil Code.

4. The contracting authority accepts no liability for the loss of documents and data, damage to files and documents, delays in the entry of data and/or documents and/or in the submission of the application, malfunctions, damage or prejudice suffered by the economic operator arising from:

- malfunctions in the equipment, connection systems and software used by the individual economic operator to connect to the PAD;
- use of the PAD by the economic operator in a manner that does not comply with these Instructions for tenderers and with the provisions of the document entitled “e-Procurement System Rules”, available on the website “www.acquistinretepa.it”.

5. The Military Pharmaceutical Chemical Plant uses the electronic platform provided by Consip S.p.A. in ASP (Application Service Provider) mode.

6. In the event of the PAD failing to operate or malfunctioning, for reasons other than those mentioned above, which prevents the correct submission of tenders, in order to ensure maximum participation, the contracting authority shall assess the need to suspend the deadline for the submission of tenders for the period strictly necessary to restore normal operation and to extend the deadline for a duration proportional to the duration of the failure or malfunction, taking into account the severity of the same and the time at which it occurs. The extension or reopening of the deadline for the submission of tenders, limited to a maximum period of 48 hours from the expiry date indicated in the contract notice, shall be published on the PAD and on the contracting authority's website <https://www.agenziaindustriedifesa.it>, together with details of the duration and reasons for the malfunction. In such cases, there is no requirement to publish a corrigendum to the contract notice pursuant to Article 27 of the Code, nor to re-launch the procedure.

Where the extension of the deadline for the submission of tenders is for a longer period, the contracting authority shall contract the tender notice, indicating the new deadline.

Only in cases where the suspension or extension of the deadlines is not considered sufficient to ensure equal treatment of tenderers and/or the confidentiality of tenders shall the contracting authority re-launch the procedure.

The contracting authority reserves the right to do so even when, excluding negligence on the part of the economic operator, it is not possible to ascertain the cause of the failure or malfunction.

The activities and operations carried out within the PAD are recorded and attributed to the economic operator and are deemed to have been performed at the time and on the date shown in the system records.

The PAD operating system is synchronised with the national time scale referred to in Decree No. 591 of 30 November 1993 of the Minister of Industry, Trade and Crafts, via NTP protocol or a higher standard.

7. The use and operation of the Platform shall be in accordance with the provisions of the document “e-Procurement System Rules” available on the website [“www.acquistinretepa.it”](http://www.acquistinretepa.it).

8. The purchase, installation and configuration of hardware, software, digital signature certificates, the certified email (PEC) account or, in any case, a qualified certified electronic delivery service address, as well as the connections for accessing the internet, remain the sole responsibility of the economic operator.

The PAD is accessible at any time from the date of publication of the contract notice until the deadline for the submission of tenders.

1.2. TECHNICAL EQUIPMENT

In order to participate in this procedure, each economic operator must, at their own expense and under their own responsibility, acquire the technical and IT equipment in accordance with that specified in these Instructions for tenderers and in the document entitled “e-Procurement System Rules”, available on the website www.acquistinretepa.it, which governs the operation and use of the PAD.

In any case, it is essential to:

- a) have at least one personal computer that meets current market standards, with an internet connection and equipped with a standard web browser capable of operating correctly on the PAD;
- b) have a SPID (Public Digital Identity System) digital identity or other means of electronic identification (CIE and CNS) as referred to in Article 64 of the Digital Administration Code (Legislative Decree No. 82 of 7 March 2005, as amended), as well as means of electronic identification for cross-border mutual recognition in accordance with the eIDAS Regulation; in the case of a non-EU economic operator, have a digital identity compatible with the authentication framework established by the relevant PAD and characterised by a Level of Assurance (LoA) of 3 or higher, in accordance with the ISO/IEC 29115 standard (and related developments).
- c) have a digital domicile listed in the registers referred to in Articles *6-bis* and *6-ter* of Legislative Decree No. 82/2005 or, for cross-border economic operators, a qualified certified electronic delivery service address in accordance with the eIDAS Regulation;
- d) hold a valid digital signature certificate issued to the legal representative of the economic operator (or to a person with appropriate signing powers) by:
 - a body included in the public list of certification authorities maintained by the Agency for Digital Italy (as provided for in Article 29 of Legislative Decree No. 82/05);
 - a certification authority operating under a licence or authorisation issued by a Member State of the European Union and meeting the requirements laid down in Regulation No 910/14;
 - a certification authority established in a non-EU Member State where one of the following conditions applies:
 - i. the certification authority meets the requirements laid down in Regulation No 910/14 and is qualified in a Member State;
 - ii. the qualified certificate is guaranteed by a certification authority established in the European Union, meeting the requirements set out in Regulation No 910/14;
 - iii. the qualified certificate, or the certification authority, is recognised under a bilateral or multilateral agreement between the European Union and third countries or international organisations.

1.3. IDENTIFICATION

1. To submit a tender, economic operators must log in to the PAD.

Access is free of charge and is granted following the identification of the economic operator.

2. Identification takes place via a SPID digital identity, or by means of an electronic identity card (CIE) or a national services card (CNS), in accordance with the provisions of the Digital Administration Code (Legislative Decree No 82 of 7 March 2005, as amended), or through other means of electronic identification for cross-border mutual recognition pursuant to the eIDAS Regulation.

For non-EU economic operators, identification takes place via a digital identity compatible with the authentication framework established by the relevant PAD and characterised by a Level of Assurance (LoA) of 3 or higher, in accordance with the ISO/IEC 29115 standard (and related developments).

3. Once the identification procedure has been completed, each identified economic operator is assigned a profile to be used in the tender procedure.

4. Any requests for IT support regarding identification and access to the PAD must be made to the system operator.

2. TENDER DOCUMENTATION, CLARIFICATIONS AND COMMUNICATIONS

2.1. TENDER DOCUMENTS

1. The tender documentation comprises:

1) the Contract notice (published in the Official Journal of the European Union and on the ANAC's legally binding advertising platform);

2) Instructions for tenderers;

2.a) Annex A to the Instructions for tenderers: "*Template A – Application form and accompanying declarations*";

2.b) Annex B to the Instructions for tenderers: "*Template B – Financial Offer Form – Lot No. ____*" (one for each Lot);

2.c) Annex 1 containing the "*declaration of calculation of provisional guarantee reduction*";

3) Special Tender Specifications and related annexes;

4) Draft Contract;

5) European Single Procurement Document (ESPD);

6) Operational instructions for accessing the PAD and technical rules for its use "e-Procurement System Rules" available on the website www.acquistinretepa.it;

7) Integrity Pact.

2. The tender documentation is available free of charge on the contracting authority's official website, in the "Transparent Administration" section, at the following link: <https://www.difesa.it/aid/bandi-digara/index.html> and on the platform www.acquistinretepa.it.

2.2. CLARIFICATIONS, CORRECTIONS AND INTEGRATIONS

1. Clarifications regarding this call for tenders, the content of these Instructions for tenderers and other tender documents may be obtained by submitting written queries at least **10 (ten)** days before the deadline for the submission of tenders via the section of the PAD reserved for requests for clarification, after having registered to the PAD itself.

No reply will be provided to requests submitted by means other than those indicated above.

2. Requests for clarification and the corresponding replies shall be provided in English and Italian.

3. The clarifications governed by this article form an integral and substantial part of these Instructions for tenderers; by submitting a tender, the tenderer acknowledges that they have read and agree to

comply with them.

4. Replies to requests for clarification submitted in good time shall be provided in electronic format, at least **6 (six)** days before the deadline for the submission of tenders, by publishing the requests anonymously and the relevant replies on the PAD (www.acquistinretepa.it) and on the institutional website (<https://www.difesa.it/aid/bandi-di-gara/index.html>).

Tenderers are invited to regularly check this section of the PAD or the institutional website.

5. The contracting authority reserves the right to make, from the date of publication of the contract notice, any corrections and/or additions that may be necessary, including to the other documents made available to the tenderers for the purpose of submitting their tenders, at least **6 (six)** days before the deadline for the submission of tenders.

For the purposes of participating in this call for tenders, the amendments and/or integrations contained in the PAD shall be fully authoritative and legally binding.

2.3. COMMUNICATIONS

1. All communications and exchanges of information between the contracting authority and economic operators shall be carried out in accordance with the provisions of Legislative Decree No 82/05, via the PAD and, for matters not covered by the platform, through the use of the digital address extracted from one of the registers referred to in Articles *6-bis*, *6-ter*, *6-quater* of Legislative Decree No. 82/05 or, for cross-border economic operators, via a qualified certified electronic delivery service address in accordance with the eIDAS Regulation.

In the event of a malfunction of the PAD, the contracting authority shall send any communication to the digital address listed in the registers referred to in the aforementioned Articles *6-bis*, *6-ter* and *6-quater* of Legislative Decree No 82/05.

2. In the case of temporary groupings, EEIGs, network aggregations or ordinary consortia, even if not yet formally established, the group, aggregation or consortium members shall elect a digital address at the leader's domicile for the purpose of receiving communications relating to this call for tenders. Any communication delivered to the leader shall be deemed to have been validly served on all grouping, aggregation or consortium members.

3. In the case of consortia referred to in Article 65(b), (c) and (d) of the Code, any communication delivered to the consortium in the manner indicated above shall be deemed to have been validly served on all consortium members.

4. In the case of reliance on the capacities of third entities, any communication delivered to the tenderer in the manner set out above shall be deemed to have been validly served on all third entities on whose capacities the tenderer has relied on.

3. SCOPE, PLACE OF PERFORMANCE OF THE CONTRACT, VALUE AND DIVISION INTO LOTS

3.1 SCOPE AND PLACE OF PERFORMANCE OF THE CONTRACT

1. This open procedure, launched pursuant to Article 71 of Legislative Decree No. 36/2023, is aimed at awarding a contract for the *“supply of healthcare technologies and consumables, including installation, commissioning, maintenance and technical-practical training of staff for the paediatric hospital in the Odessa Oblast”* Lot No. 1 *Electromedical devices for neonatal intensive care – CIG BBC72A8B13; Lot No. 2 Devices for non-invasive respiratory support for newborns – CIG BBC72A9BE6; Lot No. 3 Electromedical devices for advanced clinical monitoring and controlled drug administration for newborns – CIG BBC72AACB9; Lot No. 4 Electromedical devices for maternal diagnostics – CIG BBC72ABD8C; Lot No. 5 Tomographic scanning devices – CIG BBC72ACE5F*

2. The supply of the devices and the provision of the services must take place at the Odessa Oblast Children’s Hospital, located at 3 Vitaliya Nesterenka Street, Peresyp District, Odesa, Odesa Region, 65000, Ukraine. The transport of the equipment to the aforementioned hospital is also included in the scope of the contract and remunerated by the consideration,, as this is “free to destination” supply.

Table 1 – Supplies

2.
The
scope
of the

No.	DESCRIPTION OF EQUIPMENT	CPV
LOT 1 – Electromedical devices for neonatal intensive care		
1	Six (6) neonatal ventilators	33157400-9
2	Four (4) neonatal ventilators with HFOV	33157400-9
3	Four (4) convertible neonatal incubators with radiant heating system	33152000-0
4	Five (5) servo-controlled neonatal resuscitation beds	33192100-3
5	Two (2) neonatal resuscitators	33152000-0
6	Four (4) neonatal incubators	33152000-0
7	Two (2) multi-parameter neonatal monitors	33195100-4
LOT 2 – Non-invasive respiratory support device		
8	One (1)(1) non-invasive respiratory support device	33157400-9
LOT 3 – Electromedical devices for advanced clinical monitoring and controlled drug administration for newborns		
9	Ten (10) neonatal pulse oximeters	33190000-8
10	Fifteen (15) portable electric suction units	33162100-4
11	Twenty (20) dual-channel syringe pumps	33194000-6
12	Ten (10) compressors	33190000-8
LOT 4 – Electromedical devices for maternal diagnostics		
13	Two (2) stationary Doppler ultrasound systems	33112000-8
14	Two (2) portable Doppler ultrasound systems	33112000-8
LOT 5 – Tomographic scanning devices		
15	One (1) computer tomography (CT) scanner	33115100-0

contract also includes, for each Lot, the installation and commissioning (testing) of the equipment listed in *Table 1*, as well as the ancillary services listed in *Table 2*, namely (a) technical and practical training for medical and technical staff; (b) sustainable management of consumables associated with healthcare equipment; and (c) support for routine and non-routine maintenance. These activities are, however, merely ancillary and instrumental to the main supply, being aimed exclusively at enabling the commissioning and operational continuity of the devices supplied. Given their complementary nature and the lack of relevance in terms of the use of specialist labour or manual activities, they do not have independent legal significance, nor can they be classified as ‘installation’ for the purposes of Article 108(9) of Legislative Decree No 36/2023 (see, *inter alia*, Council of State, Section III, 27 July 2020, No. 4764).

Table 2 – Ancillary services

No.	DESCRIPTION OF SERVICES
1	Technical and practical training for medical and technical staff
2	Sustainable management of consumables associated with healthcare equipment
3	Support for routine and non-routine maintenance

3.2. CONTRACT’S VALUE

1. The maximum total amount of all purchases under this call for tenders, as set out in the tender documents and estimated as a lump sum (covering both the main supply service on a delivered-to-destination basis and the ancillary services), is **€1,768,052.00** (one million seven hundred and sixty-eight thousand and fifty-two euros), VAT included if due pursuant to the Consolidated Law on Value Added Tax (DPR 633/72 and subsequent amendments). Any local indirect taxes will be borne by the supplier and must be included in the quoted price.

Lot	Maximum total amount, estimated as a lump sum	
	In figures	In words
1	€785.532,00	seven hundred and eighty-five thousand five hundred and thirty-two/00 euros
2	€14.520,00	fourteen thousand five hundred and twenty/00 euros
3	€169.400,00	one hundred and sixty-nine thousand four hundred/00 euros
4	€193.600,00	one hundred and ninety-three thousand six hundred/00 euros
5	€605.000,00	six hundred and five thousand/00 euros

2. Safety costs not subject to a discount are equal to zero, in accordance with the provisions of the Authority for the Supervision of Public Contracts for Works, Services and Supplies (now ANAC) in its Decision No. 3 of 5 March 2008.

In any event, as this is a contract for supply only without installation, the separate cost of labour is not specified, in accordance with current legislation; consequently, tenderers are not required, pursuant to Article 108(9) of Legislative Decree No. 36/2023, to indicate labour costs and corporate safety charges in their tender.

3. The fees or prices are deemed to have been accepted at the Contractor's own risk, having judged them, on the basis of its own assessments, examinations and investigations, to be individually and as a whole reasonable and profitable, not only for its own profit but also to cover all other expenses and services, general and specific, principal and ancillary, relating to the contract implementation.

4. The amount offered by the Contractor is understood to include, amongst other things: overheads, company profits, transport, as well as any other costs arising from the performance of the contract, as further specified in the Special Tender Specifications. The amount is also deemed to cover the charges and costs arising both from the necessary adoption of exceptional or unforeseen measures for the performance of the contract and for the administrative management of the contract.

3.3. DIVISION INTO LOTS

1. The contract has been divided into 5 (five) Lots by product type, in order to ensure the effective possibility of participation by micro, small and medium-sized enterprises, as specified below:

Lot Number	Description	CIG	Amount
1.	Electromedical devices for neonatal intensive care		€785,532.00
2.	Device for non-invasive respiratory support for newborns		€14,520.00
3.	Electromedical devices for advanced clinical monitoring and controlled pharmacological administration for newborns		€169,400.00
4.	Electromedical devices for maternal diagnostics		€193,600.00
5.	Tomographic scanning devices		€605,000.00

2. Participation to and award of multiple lots

Each tenderer may submit a tender for one or more lots and may be awarded **one or more lots** covered by the tender. There are therefore no restrictions on either participation or the award of lots.

3. Please note that:

- a) a tenderer participating in multiple Lots in the same capacity must submit a single “*Digital Envelope A – Administrative Documentation*” (as referred to in point 15 of these Instructions for tenderers) regardless of the number of Lots in which it intends to participate;
- b) the tenderer must, in any case, submit the Technical Data Sheets referred to in point 15.H below in relation to the equipment covered by each Lot to which it intends to participate (in other words, Technical Data Sheets must be submitted for each Lot in which they intend to participate);
- c) the tenderer must, however, submit as many separate “*Digital Envelopes B – Financial Offer*” (as referred to in point 16 of these Instructions for tenderers) as there are Lots in which it intends to

participate (in other words, a financial offer must be submitted for each Lot in which it intends to participate);

d) the tenderer must also submit as many separate “*provisional guarantees*” as referred to in point 11 below of these Instructions for tenderers as there are Lots in which it intends to participate (in other words, a separate and independent provisional guarantee must be submitted for each Lot in which it intends to participate);

e) A separate contract will be signed for each Lot.

4. DURATION, AMENDMENTS TO THE CONTRACT DURING EXECUTION AND FINANCING

4.1. DURATION

1. The total **duration** of the Contract is set at a potential 12 (twelve) months, commencing from the date of signature by both parties of the Contract.

2. The contracting authority reserves the right to commence the performance of the contract on an urgent basis, provided that the conditions and requirements set out in Article 17, paragraphs 8 and 9, of Legislative Decree No. 36/2023 are met.

4.2. PRICE REVISION

1. Given the immediate nature of the supply of medical equipment, which is the main subject of this contract, the price review mechanism referred to in Article 60 of Legislative Decree No 36/2023 does not apply, in accordance with the provisions of Article 1(3) of Annex II.2-*bis* to the Code.

4.3. FUNDING

1. The supplies and services covered by this call for tenders are financed with AICS funds, as indicated in the preamble to these Instructions for tenderers.

2. Payment of the consideration shall be made in accordance with the provisions of Article 17 of the Special Tender Specifications.

5. ELIGIBLE PARTICIPANTS (INDIVIDUAL AND JOINT TENDERS) AND CONDITIONS OF PARTICIPATION

1. Economic operators, as referred to in Article 65 of the Code, may participate in this tender individually or jointly.

The provisions of Articles 67 and 68 of the Code apply to joint tenders.

2. Consortia referred to in Article 65(2)(b), (c) and (d) of the Code which intend to perform the services through their members are required to indicate on behalf of which members the consortium is submitting a tender. Where the designated member is, in turn, a consortium referred to in Article 65(2)(b) and (c), it is also required to specify, in its tender, the member consortia on whose behalf it is tendering.

It is prohibited to participate in more than one permanent consortium.

Temporary groupings of companies, comprising of two or more economic operators who individually meet the criteria to participate to this call for tenders and to perform the contract during the execution phase, may be **excluded** from the tender, following a hearing, where it is considered that their participation in such capacity is likely to distort fair competition. This provision does not apply where the groupings are formed by subsidiaries and/or affiliated companies within the meaning of Article 2359 of the Civil Code.

3. A tenderer participating to a single Lot in one of the capacities indicated below shall be excluded

if the contracting authority ascertains the existence of significant evidence suggesting that the economic operators' tenders are attributable to a single decision-making centre or are the result of agreements with other economic operators participating in the same tender:

- participation in more than one temporary grouping or ordinary consortium of tenderers or an aggregation of economic operators adhering to a Network Agreement (hereinafter, “**Network Aggregations**”);
- participation both in a group or ordinary consortium of tenderers and on an individual basis;
- participation in both the Network Aggregation and on an individual basis. This exclusion does not apply to network members outside of the Aggregation, who may submit a tender for the individual Lot either individually or jointly;
- participation by a consortium referred to in Article 65(2)(b), (c) and (d) of the Code which has designated an executing consortium member who, in turn, participates in any other capacity.

Should the above be established, the economic operators concerned shall be informed and may, within the time limit set for this purpose, not exceeding 10 (ten) days, demonstrate that the circumstance has not affected the tender procedure, nor is it likely to affect their ability to fulfil their contractual obligations.

4. The network aggregations referred to in Article 65(2)(g) of the Code shall comply with the rules applicable to temporary groupings, insofar as they are compatible. In particular:

- a) where the network has a joint body with power of representation and legal personality (so-called “Network – legal entity”), the network aggregation shall participate through the joint body, which shall act as the leader, provided it meets the relevant criteria. The joint body may designate only some of the network members to participate to this call for tenders but it must be included among them;
- b) where the network has a joint body with power of representation but no legal personality (so-called “Network – Contract”), the network aggregation participates through the joint body, which acts as the leader, provided it meets the criteria and provided the Network Contract authorises it to submit an application form or a tender for certain types of calls for tenders. The joint body may designate only some of the network members to participate in the tender but it must be included among them;
- c) where the network has a joint body without powers of representation, or lacks a joint body, or if the joint body does not meet the selection criteria, the network aggregation shall participate in the capacity of an established or being established temporary grouping of companies, with the relevant rules integrally applied.

For all types of network aggregations, joint participation in tenders must be included in the scope of the Network Agreement as one of the strategic objectives included in the joint programme, whilst the duration of the agreement must be commensurate with the timeframe for the execution of the contract. A consortium as referred to in Article 65(2)(b), (c) and (d) of the Code may also participate in a temporary grouping of companies.

A company under a composition with creditors may also participate as part of a temporary grouping of companies, provided that the other companies participating to the temporary grouping are not subject to insolvency proceedings.

5. Pursuant to Regulation 2022/576/EU, the entities referred to in Article 5-*duodecies* of the aforementioned Regulation cannot participate to this call for tenders. In particular, as far as is relevant here, it is prohibited to award any public contract or concession falling within the scope of the European public procurement directives to:

- a) a Russian citizen or a natural or legal person, entity or body established in Russia;

b) a legal person, entity or body in which more than 50% (fifty per cent) of the ownership rights are held, directly or indirectly, by an entity referred to in point (a) of this paragraph;

c) a natural or legal person, an entity or a body acting on behalf of or under the direction of an entity referred to in point (a) or (b) of this paragraph, including, where they represent more than 10% (ten per cent) of the value of the Contract, subcontractors, suppliers or entities on whose capacities the tenderers relies in accordance with the public procurement directives.

That prohibition does not apply where the public contract is awarded to a company in which two of the three members of the board of directors are Russian nationals and one of them, who is the chair and chief executive officer of that board, is also the sole director of the parent company of the company in question, provided that public authorities have first verified themselves, as part of the exhaustive examination of all the relevant circumstances of the case which they are required to carry out whenever they intend to award a public contract to a company not established in Russia but managed by a director of Russian nationality, that such an award does not entail a plausible risk that the amounts to be paid to that company under the contract in question will be diverted to the Russian economy, provided that it is not established, or is at the very least highly improbable, that that director actually exercises control over that company (Court of Justice, Fifth Chamber, judgment of 12 February 2026, C-313/24).

6. A necessary requirement of the tender is that, at the time of submission, the tenderer has fulfilled the obligations set out in Law No 68/1999.

7. Tenders received after the deadline for submission and tenders that do not comply with the provisions of these Instructions for tenderers will be rejected.

8. The participation of economic operators from non-EU countries is permitted only if:

(a) the condition of reciprocity provided for in Article 69 of Legislative Decree No. 36/2023 is met. In other words, only countries that guarantee EU economic operators the same opportunities for access to their contracts may participate in Italian calls for tenders; in the absence of such reciprocity, the contracting authority may exclude them on justified grounds;

(b) the economic operators in question meet the criteria and hold the authorisations provided for by Ukrainian law to perform the Contract to be awarded.

6. EXCLUSION CRITERIA

1. Economic operators who are in any of the exclusion situations listed in Articles 94, 95 and 98 of the Code shall be **excluded** from the tender procedure.

Tenderers must meet the exclusion and selection criteria set out in this paragraph and in paragraph 7 below, or they will be excluded.

The contracting authority shall verify compliance with the exclusion criteria:

a) *(for economic operators with their registered office in the European Union)*, by accessing the economic operator's virtual file (hereinafter: FVOE). In the application form, economic operators consent to the processing of data via the FVOE, in accordance with the provisions of Legislative Decree No 196/2003;

b) *(for economic operators with their registered office outside the European Union)*, by requesting supporting documentation via the Platform.

2. The circumstances referred to in Article 94 of the Code constitute grounds for automatic exclusion. The existence of the circumstances referred to in Article 95 of the Code shall be ascertained following an hearing with the economic operator, if necessary.

3. It should be noted that:

- for temporary groupings of companies or ordinary consortia of economic operators referred

to in Article 65(2)(f) of Legislative Decree No 36/2023, the criteria set out in this point 6 must be met by all companies constituting the grouping or the consortium;

- for consortia referred to in Article 65(2)(b), (c) and (d) of the Code, the criteria set out in this paragraph must be met by the consortia, by the consortia members designated as executors and by any other consortia members on whose capacities the consortium relies.

4. Self-cleaning

An economic operator who is in one of the situations referred to in Articles 94 and 95 of the Code, with the exception of definitively and non-definitively established social security and tax irregularities, may provide evidence that they have taken measures (so-called 'self-cleaning') sufficient to demonstrate their reliability.

If the grounds for exclusion arose prior to the submission of the tender, the economic operator shall indicate the grounds for exclusion in the ESPD and, alternatively:

- describe the measures taken in accordance with Article 96(6) of the Code;
- explain why it is impossible to adopt such measures and undertake to do so at a later date. The contracting authority shall be notified of the adoption of the measures.

If the grounds for exclusion arose after the submission of the tender, the economic operator shall adopt the measures referred to in paragraph 6 of Article 96 of the Code and notify the contracting authority thereof.

Compensation or a commitment to compensate for any damage caused by the offence or wrongdoing, proof that the facts and circumstances have been fully clarified through active cooperation with the investigating authorities, and that concrete measures of a technical, organisational or human resources nature have been adopted to prevent further offences or wrongdoings shall be considered sufficient measures.

If the measures taken are deemed sufficient and timely, the economic operator shall not be excluded. If such measures are deemed insufficient and untimely, the contracting authority shall inform the economic operator of the reasons.

An economic operator who has been excluded by a final judgment from participating in procurement or concession procedures may not avail themselves of the self-cleaning mechanism during the period of exclusion resulting from that judgment.

Where a grouping or consortium has removed or replaced a company, executor or consortium member on whose capacities the consortium relied, who is an exclusion situation under Articles 94 and 95 of the Code, the measures adopted pursuant to Article 97 of the Code shall be assessed in order to decide on the exclusion.

Other grounds for exclusion

Economic operators who have awarded contracts in breach of Article 53(16-ter) of Legislative Decree No 165/2001 to persons who, as employees, have exercised authoritative or negotiating powers within the contracting authority during the last three years shall be excluded.

Failure to accept the clauses contained in the legality protocol/integrity pact and failure to comply with the same shall constitute grounds for exclusion from the procedure, pursuant to Article 83-bis of Legislative Decree No. 159/2011.

7. SELECTION CRITERIA

1. Tenderers must meet the criteria set out in the following paragraphs, or they will be excluded.

2. The contracting authority shall verify compliance with the selection criteria:

- a) (*for economic operators with their registered office in the European Union*), by accessing the FVOE 2.0;

- b) (for economic operators with their registered office outside the European Union), by requesting supporting documentation via the Platform.
3. The economic operator is required:
- a) (where they have their registered office in the European Union) to upload into the FVOE 2.0 the data and information required to prove compliance with the criteria, should these not already be present in the file or not already in the possession of the contracting authority and cannot be obtained by the latter *ex officio*;
- b) (where the economic operator has its registered office outside the European Union), to submit, via the Platform, the supporting documentation within the time limits set by the contracting authority for this purpose.
4. In accordance with the principles of effectiveness and trust, tenderers with their registered office in the European Union are required to enter the data and information required to demonstrate compliance with the criteria into the FVOE 2.0 from the moment they submit their tender, so as to ensure the contracting authority's actions in adopting the award decision are effective and timely.

7.1. PROFESSIONAL CRITERIA

A - Professional capacity

In order to participate to this call for tenders, tenderers must be registered in the Companies Register or in the Register of provincial craft commissions, for relevant activities, even if these do not coincide with the subject matter of the contract, or in the professional or commercial register of their country of residence (if from other EU countries without residence in Italy) for activities relevant to the subject matter of the contract.

To verify if this criterion is met, registration is automatically verified by the contracting authority via the FVOE. Operators established in other countries shall upload to the virtual file or submit on the Platform a declaration, made in accordance with Presidential Decree No. 445 of 28 December 2000, of registration in one of the professional or commercial registers referred to in Annex II.11 to the Code, as well as any data and information useful for proving that the criterion is met, if available.

7.2. ECONOMIC, FINANCIAL AND TECHNICAL CAPACITY CRITERIA

A. – Total turnover

Tenderers must comply with the following selection criterion in order to prove that they have the necessary economic and financial capacity to perform the contract: they must have a total turnover which, in **the best three financial years out of the last five** approved prior to the date of submission of tenders, must be at least equal to:

Lot	Total turnover (excluding VAT)	
	In figures	In words
Lot No. 1	€785.532,00	seven hundred and eighty-five thousand five hundred and thirty-two euros/00
Lot no. 2	€14.520,00	fourteen thousand five hundred and twenty euros/00

Lot No. 3	€169.400,00	one hundred and sixty-nine thousand four hundred euros/00
Lot no. 4	€193.600,00	one hundred and ninety-three thousand six hundred euros/00
Lot no. 5	€605.000,00	six hundred and five thousand euros/00

The following evidence shall be provided to prove that the criterion is met:

- a declaration made, pursuant to and for the purposes of Article 47 of Presidential Decree 445/2000, by the person or body responsible for the company's accounting control, where applicable (whether the Board of Statutory Auditors, the auditor or the audit firm), accompanied by a copy of the signatory's identity document, certifying the volume (amount) and the nature (reason for invoicing) of the total turnover declared at the time of submission;

or

- annual financial statements, including the notes to the accounts drawn up in accordance with Article 2427 of the Civil Code and accompanied by the relevant filing certificate, indicating the specific section from which the volume (amount) and nature (reason for invoicing) of the total turnover declared at the time of submission can be ascertained;

or

- for sole traders or unincorporated businesses, by means of a copy of the Unified Tax Return or the VAT return.

For businesses/entities that have been in operation for less than three years, the total turnover must be calculated in proportion to the period of activity actually carried out, according to the following formula:

$$\frac{\text{requested total turnover}}{3} \times \text{years of activity}$$

B. – Key contracts

Tenderers must comply with the following selection criterion in order to prove that they have the necessary technical and professional capacity to perform the contract: they must have successfully performed, **within the ten years** preceding the date of submission of the tender, **on pain of exclusion:**

a) for participation in Lot No. 1:

- one contract for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value of at least **€235,660.00** (two hundred and thirty-five thousand six hundred and sixty/00), excluding VAT;

or, alternatively

- at least 2 (two) contracts for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value for each of them of at least **€157,106.00** (one hundred and fifty-seven thousand, one hundred and six euros), excluding VAT.

b) for participation in Lot No. 2:

- one contract for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value of at least **€4,356.00** (four thousand three hundred and fifty-six/00), excluding VAT;

or, alternatively

- at least 2 (two) contracts for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value for each of them of at least **€2,904.00** (two thousand nine hundred and four euros), excluding VAT.

c) for participation in Lot No. 3:

- one contract for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value of at least **€50,820.00** (fifty thousand eight hundred and twenty/00) excluding VAT;

or, alternatively

- at least 2 (two) contracts for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value for each of them of at least **€33,880.00** (thirty-three thousand eight hundred and eighty/00) excluding VAT.

d) for participation in Lot No. 4:

- one contract for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value of at least **€58,080.00** (fifty-eight thousand and eighty/00) excluding VAT;

or, alternatively

- at least 2 (two) contracts for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value for each of them of at least **€38,720.00** (thirty-eight thousand seven hundred and twenty/00) excluding VAT.

e) for participation in Lot No. 5:

- one contract for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value of at least **€181,500.00** (one hundred and eighty-one thousand five hundred/00) excluding VAT;

or, alternatively

- at least 2 (two) contracts for supplies similar (in scope and complexity) to those covered by this call for tenders, with a minimum value for each of them of at least **€121,000.00** (one hundred and twenty-one thousand euros) excluding VAT.

Note: (i) for each individual contract performed, the following must be provided as evidence: a detailed description of the subject matter, value, date, client, the specific activities carried out by the tenderer, any co-contractors, as well as the percentage and type of activities performed by each of the latter; (ii) the supplies to be assessed are those commenced and completed during the specified

decade, or the portion of such supplies performed during that period in the case of supplies commenced at an earlier date. Supplies commenced but not yet completed during the reference period shall be assessed using the same criterion (iii) supplies performed for both private and public clients are eligible for assessment.

The following evidence shall be provided to prove that the criterion is met:

- certificates issued and endorsed by public authorities and/or declarations by private individuals, made in accordance with Article 47 of Presidential Decree No. 445/2000, specifying the subject matter, the amount and the period of execution;

or

- contracts entered into with public authorities, accompanied by copies of paid invoices or bank documents certifying payment thereof;

or

- contracts entered into with private entities, accompanied by copies of paid invoices or bank documents certifying payment thereof;

or

- any other documents of certain probative value demonstrating compliance with the above criterion.

7.3. GUIDELINES FOR TEMPORARY GROUPINGS OF COMPANIES, ORDINARY CONSORTIA, NETWORK AGGREGATIONS AND EEIGS

1. Temporary groupings of companies and ordinary consortia of economic operators must meet the selection criteria as specified below.

The rules applicable to temporary groupings shall apply to network aggregations, ordinary consortia and EEIGs.

i) The criterion referred to in paragraph 7.1(a) above must be met by: (a) each member of the temporary grouping/ordinary consortium of economic operators/EEIG, including those to be established in relation to the type of activity undertaken by each member within the temporary grouping, consortium or EEIG; (b) each member of the network aggregation, as well as the joint body where the latter has legal personality, in relation to the type of activity undertaken by each member.

ii) The economic and financial capacity criterion referred to in paragraph 7.2(a) above (**total turnover**) must be met by the temporary grouping/consortium as a whole.

Please note: in accordance with Article 68(11) of Legislative Decree No 36/2023, the shares of participation in the temporary grouping or consortium, as indicated in the tender, may be freely determined, but, on pain of exclusion, within the limits permitted by the selection criteria held by the group or consortium member (in line with Council of State Plenary No. 6/2019 and Plenary No. 27/2014).

iii) The criterion referred to in paragraph 7.2(b) above (**key contracts**) is indivisible and, therefore, must be met in full and as a single unit by any of the companies participating in the temporary grouping or consortium that has undertaken to perform the contract, as these criteria serve to guarantee to the contracting authority that the contract will be performed by entities possessing the necessary technical expertise, given the sensitivity and importance of the services in question.

7.4. GUIDELINES FOR CONSORTIA OF COOPERATIVES, CONSORTIA OF CRAFT ENTERPRISES, PERMANENT CONSORTIA

1. Consortia referred to in Article 65(2)(b), (c) and (d) of the Code must meet the selection criteria as specified below.

2. The requirement referred to in **paragraph 7.1(a)** above must be met by the consortium and by the

consortium members designated as executors.

3. Consortia referred to in Article 65(2)(b) and (c) of the Code shall rely on their own capacities and, within these, shall take into account the resources, equipment and average workforce available to the consortium members constituting them.

4. For consortia referred to in Article 65(2)(d) of the Code, the financial capacity is calculated cumulatively for the consortium even if they are met by the individual consortium members.

5. The criteria referred to in paragraphs 7.2.A. (**total turnover**) and 7.2.B. (**key contracts**) above are calculated cumulatively for the consortium, even if they are met by the individual consortium members; however, the criterion referred to in paragraph 7.2.B. remains indivisible

6. Where a consortium has excluded or replaced a member because it fails to meet a selection criterion referred to in Article 100 of the Code, the measures adopted pursuant to Article 97 of the Code shall be assessed in order to decide on the exclusion.

8. RELIANCE ON THE CAPACITIES OF THIRD ENTITIES

1. The tenderer may rely on the capacities (i.e., technical equipment, human and instrumental resources) made available by one or more third entities to demonstrate compliance with the selection criteria referred to in paragraph 7 above.

2. In the agreement between the tenderer and the third entities, the parties shall specify, on pain of nullity, the instrumental and human resources that the third entity makes available to the tenderer.

3. Pursuant to Article 372(4) of the Corporate Crisis and Insolvency Code, for participation in this call for tenders, between the time of filing the application referred to in Article 40 of the aforementioned Code and the time of filing the decree provided for in Article 47 of the same Code, reliance on the capacities of another entity is always necessary. Relying on a third entity's capacity is not necessary in the event of admission to a composition with creditors.

4. The tenderer and the third entity shall be jointly and severally liable to the contracting authority in respect of the supplies and services covered by the contract.

5. Reliance on third entities is not permitted to meet the exclusion criteria and the professional suitability criteria referred to in point 7.1.A above.

6. The third entity must:

a) meet the criteria set out in point 6 and declare compliance with them by submitting its own ESPD, to be completed in the relevant sections;

b) meet the criteria set out in point 7 for which the tenderer has relied on its capacities and declare them in its own ESPD, to be completed in the relevant sections;

c) undertake, vis-à-vis the tenderer relying on its capacities and the contracting authority, to make available, for the entire duration of the contract, the resources (relating to the selection criteria) on which the tenderer has relied.

7. The tenderer shall attach to the application form the Agreement with the third entity, which must be in digital format and digitally signed by the parties, as well as the declarations of the third entity. Failure to produce the declarations of the third entity may be remedied through the incomplete documentation remedy. Failure to produce the Agreement may be remedied through the incomplete documentation remedy, provided that the Agreement was entered into prior to the deadline for submission of the tender and that this fact can be proven by a certified date. Failure to specify the resources made available by the third entity is not remediable, as it constitutes grounds for the nullity of the Agreement.

8. Should there be grounds for exclusion regarding the third entity, or should it fail to meet the selection criteria, the tenderer shall replace the third entity within **10** (ten) days of receiving the request from the contracting authority. At the same time, the tenderer shall submit the documents

required for reliance on a different third entity.

9. Should the third entity be found to have made a false declaration regarding its compliance with the criteria, the contracting authority shall report the third entity's conduct to the National Anti-Corruption Authority to enable the assessments referred to in Article 96(15) of the Code. The economic operator may designate another third entity within 10 (ten) days, failing which they shall be excluded from the procedure. The replacement may only be made if it does not result in a substantial modification of the tender. Failure to comply with the deadline set for the replacement shall result in the exclusion of the tenderer.

9. SUBCONTRACTING

1. The tenderer shall specify the supplies and services it intends to subcontract or award on a piecework basis. If no such specification is provided, subcontracting is prohibited.
2. The entire performance of the supplies and services covered by the Contract cannot be subcontracted.
3. The successful tenderer and the subcontractor shall be jointly and severally liable to the contracting authority for the performance of the services covered by the subcontract.
4. Article 119 of the Code and the provisions of Article 6 of the Special Tender Specifications shall apply.

10. TERMS AND CONDITIONS OF PERFORMANCE

Given the nature of the contract (supply without installation), the so-called social clauses do not apply. For the conditions of performance of the services, please refer to the detailed provisions in the Special Tender Specifications (Articles 7 et seq.).

11. PROVISIONAL GUARANTEE

1. The tender must be accompanied, **on pain of exclusion**, by a provisional guarantee equal to 2% of the total value of each Lot, specifically:

Lot	Provisional guarantee amount	
	In figures	In words
Lot No. 1	€15.710,64	fifteen thousand seven hundred and ten/64 euros
Lot no. 2	€290,40	two hundred and ninety/40 euros
Lot no. 3	€3.388,00	three thousand three hundred and eighty-eight/00 euros
Lot no. 4	€3.872,00	three thousand eight hundred and seventy-two/00 euros
Lot no. 5	€12.100,00	twelve thousand one hundred/00 euros

set up on a specific date prior to the deadline for submission of tenders, issued in favour of the contracting authority and signed by a person authorised to issue the guarantee and to bind the tenderer. Pursuant to Article 106(8) of the Code, the amount of the guarantee is reduced as set out below.

- a. A 30% reduction applies where the tenderer holds a quality certification compliant with the

European standards of the UNI CEI ISO 9000 series. In the case of a joint tender, the reduction applies:

- for the entities referred to in Article 65(2)(e), (f), (g) and (h) of the Code, only if all the companies constituting the grouping, ordinary consortium or EEIG, or all the companies aggregated in the network participating to the call for tenders, hold such certification;
- for consortia referred to in Article 65(2)(b), (c) and (d) of the Code, provided that the consortium or at least one of its members holds such certification.

b. A 50% reduction in the case of participation by micro, small and medium-sized enterprises and by groupings of companies or ordinary consortia consisting exclusively of micro, small and medium-sized enterprises. This reduction cannot be combined with that referred to in point a).

To benefit from the reductions referred to in Article 106(8) of the Code, the tenderer must declare in the Annex 1 that they hold the relevant certifications and must include a copy of the certifications held if these are not already included in the virtual file.

c. A 10% reduction, which may be combined with those referred to in points (a) and (b) above, in the event of the submission of surety bonds:

- managed through the use of electronic platforms operating with technologies based on distributed ledgers;
- verifiable electronically on the issuer's website.

Where a tender is submitted for multiple Lots, the tenderer must submit a separate provisional guarantee for each Lot in which it intends to participate.

2. The provisional guarantee shall be provided, at the tenderer's discretion, in the form of a cash deposit or a surety bond.

The cash deposit shall be made by crediting the account of the State Treasury in Rome: IT81O0100003245348400000001, by bank transfer or other electronic payment methods and channels. The bank transfer details must allow for the identification of the depositor, the administration for which the deposit is made, and the purpose of the deposit. To this end, the following four groups of information (separated by a space) must be included in the transfer reference in the order indicated below:

1: surname and first name or company name of the depositor (even if the same as the payer) in a maximum of 26 characters;

2: Office IPA code – C8XPAI;

3: CIG;

4: the depositor's tax code, limited to a maximum of 16 characters (to be included if the bank transfer form does not have a dedicated field for this information).

The surety bond may be issued:

- by banking or insurance companies that meet the solvency requirements laid down by the laws governing their respective activities;
- by a financial intermediary registered in the register referred to in Article 106 of Legislative Decree No. 385 of 1 September 1993, No. 385, which carries out, exclusively or predominantly, the activity of issuing guarantees, which is subject to audit by an audit firm registered in the register provided for in Article 161 of Legislative Decree No. 58 of 24 February 1998; and which

meets the minimum solvency requirements laid down by current banking and insurance legislation.

Before signing the guarantee, economic operators are required to verify that the guarantor holds authorisation to issue guarantees, in accordance with the guidelines set out in the Joint Communication of the Bank of Italy, the Insurance Supervisory Authority and the National Anti-Corruption Authority published on 18 July 2025 and available at the following link: <https://www.anticorruzione.it/-/news.garanzie.finanziarie.18.07.2025> The surety bond must be issued and digitally signed by a person possessing the necessary powers to bind the guarantor.

3. The economic operator may alternatively:

- submit a surety bond managed at all stages through the use of a platform, operating with technologies based on distributed ledgers or electronic registers, in accordance with the specifications established by AgID;
 - submit a surety bond that can be verified electronically with the issuer;
- indicating in the Annex 1 the verification methods made available by the issuer.

4. The surety bond must:

- a) contain an express reference to the subject matter of the contract and the guaranteed party (contracting authority);
- b) be made out to all the economic operators of the established or being established temporary grouping, ordinary consortium or EEIG, or to all the companies aggregated into the network participating in this call for tenders or, in the case of consortia referred to in Article 65(2)(b), (c) and (d) of the Code, to the consortia alone;
- c) comply with the standard template approved by Decree of the Minister for Economic Development No. 193 of 16 September 2022;
- d) be valid for at least **180** days from the date of submission of the tender;
- e) expressly provide for:
 - a waiver of the right to seek prior satisfaction from the principal debtor as provided for in Article 1944 of the Civil Code;
 - a waiver of the right to the objection referred to in Article 1957, second paragraph, of the Civil Code;
 - the guarantee to become effective within fifteen days upon simple written request by the contracting authority.

5. In the event of a request to extend the duration and validity of the tender and the surety bond, the tenderer may submit, in the same manner as above, a new provisional guarantee from the same or another guarantor, in place of the previous one, provided that it expressly takes effect from the date of submission of the tender.

6. Failure to submit the provisional guarantee may be remedied, through the incomplete documentation remedy, only provided that it bears a date prior to the deadline for submission of the tender.

A guarantee submitted for a lower amount may be supplemented.

The signing of the provisional guarantee by a person not authorised to issue the guarantee or not authorised to bind the guarantor cannot be remedied – and therefore it constitutes a ground for exclusion.

12. PAYMENT OF THE CONTRIBUTION TO ANAC

1. Tenderers shall pay the contribution required by law to the National Anti-Corruption Authority in

accordance with the procedures set out in ANAC Resolution No. 598 of 30/12/2024 or any subsequent resolution published at the following <https://www.anticorruzione.it/-/gestione-contributi-gara>. The contribution is to be paid for each Lot for which a bid is submitted, in accordance with the amounts set out in the table below:

Lot	ANAC contribution amount	
	In figures	In words
Lot No. 1	€77.00	seventy-seven/00 euros
Lot no. 2	NO CONTRIBUTION DUE	
Lot No. 3	€18.00	eighteen/00 euros
Lot no. 4	€18.00	eighteen/00 euros
Lot no. 5	€77.00	seventy-seven/00 euros

Payment of the contribution is a condition of the tender's admissibility.

Payment is verified prior to the evaluation of the financial offer, even when the procedure is reversed.

2. If the payment does not appear in the system, the contracting authority may request, through the incomplete documentation remedy, that the matter be rectified, including through payment after the deadline for the submission of tenders.

If the matter is not rectified within the specified time limit, the tender shall be declared inadmissible.

13. SUBMISSION METHOD AND DEADLINE FOR SUBMITTING TENDERS

1. The tender and the documentation relating to this call must be submitted exclusively via the PAD. Tenders submitted by means other than those provided for in these Instructions for tenderers shall not be considered valid. The tender and the documentation must be signed with a digital signature or other qualified electronic signature or advanced electronic signature.

Substitute declarations shall be drawn up in accordance with Articles 19, 46 and 47 of Presidential Decree No. 445/2000.

Copies of the documentation submitted shall be produced in accordance with Legislative Decree No. 82/05.

2. The tender must be received no later than hours 2:00 PM on the day July 6, 2026, or it will be deemed inadmissible. The Platform does not accept tenders submitted after the date and time set as the deadline for submission of the tender.

The time recorded by the PAD shall be taken as proof of the date and time of receipt of the tender.

The entry of all required documentation into the PAD remains the sole responsibility and risk of the tenderer. Tenderers are therefore invited to commence these activities well in advance of the deadline to avoid the tender being incomplete and thus failing to be submitted within the specified deadline.

In the event of a failure or malfunction of the PAD, the provisions of paragraph 1.1 shall apply.

3. For the submission of the tender, each economic operator has at their disposal a capacity equal to the maximum size and in the format specified by the PAD operator in accordance with the "E-procurement Rules" published on the website www.acquistinretepa.it.

4. Rules for the submission of the tender

The “TENDER” consists of:

A – Administrative documentation;

B – Financial Offer, one for each Lot in which the economic operator intends to participate.

The economic operator is entitled to submit subsequent tender via the PAD to replace the previous one, or to withdraw the tender submitted, during the period between the start date and time and the closing date and time of the tender submission phase. The contracting authority will consider only the last tender submitted.

It should also be noted that:

- the tender is binding on the tenderer for 180 days from the expiry of the deadline specified for the submission of tenders;
- by submitting the tender, the tenderer accepts all tender documentation, including annexes and clarifications.

Upon receipt of the tenders, each tenderer will be notified that the documentation submitted has been received correctly.

The PAD allows the tenderer to view confirmation that the application has been successfully submitted.

A tenderer intending to submit a joint tender (for example, through a temporary grouping of companies or a consortium, whether already established or in the process of being established) must indicate the form of participation and name the economic operators or consortium members when submitting the tender.

Declarations relating to: the ESPD, the application form and the integrity pact must be drawn up using the templates provided and made available in the PAD.

All documentation to be submitted must be in English. Documents in a different language must be accompanied by a sworn translation into English or by a translation into English certified by the consular authority attesting its conformity with the original. In the event of the absence, incompleteness or irregularity of the translation of the documents submitted in the tender, Article 101 of the Code shall apply.

5. Should the tender procedures still be ongoing on the expiry date of the tenders’ validity, tenderers will be required to confirm the validity of their tender until the specified date and to produce a specific document certifying the validity of the guarantee provided at the time of the tender until that same date.

Failure to respond to the contracting authority’s request within the deadline set by the latter, or in any case in a timely manner to allow the procedure to proceed expeditiously, shall be deemed a withdrawal by the tenderer from participation in this call for tenders.

6. Up to the date set for the opening of financial offers, the economic operator may, via the PAD, request the correction of a clerical error contained in the financial offer, which they have become aware of after the deadline for their submission. To this end, they request to be able to exercise this right.

Following the request, the economic operator shall be informed of the procedures and timeframes for indicating the elements enabling the identification of the clerical error and its correction. The correction shall be made in accordance with the confidentiality of the tender and shall not entail the submission of a new tender or any substantial modification thereof.

If the correction is deemed inadmissible on substantive grounds, the tender can be declared inadmissible.

14. INCOMPLETE DOCUMENTATION REMEDY

1. Through the incomplete documentation remedy, referred to in Article 101 of the Code, deficiencies

in the documentation submitted with the application form may be rectified. Deficiencies in the documentation comprising the financial offer cannot be remedied.

2. Through the same remedy, any omission, inaccuracy or irregularity in the application form and in any other document required for participation in this call for tenders may be rectified, with the exception of the documentation comprising the financial offer. Omissions, inaccuracies and irregularities that render the identity of the tenderer absolutely uncertain cannot be rectified.

By way of example, it is clarified that the following may be rectified:

- failure to pay or partial payment of the ANAC contribution, even where this has not been made by the deadline for the submission of tenders;
- the failure to submit, or the incomplete or irregular submission of declarations regarding the fulfilment of exclusion and selection criteria, and any other omission, incompleteness or irregularity in the application;
- failure to produce the Agreement with a third entity on whose capacity the tenderer relies on, the provisional guarantee, the special collective power of attorney or the undertaking to grant a collective power of attorney, only if the aforementioned documents are pre-existing and verifiable with a certain date prior to the deadline for submission of the tender, as evidenced by the affixing of a time stamp or by other equivalent time references in accordance with current legislation;
- an incorrect amount of the provisional guarantee;
- incorrect indication of the beneficiary of the provisional guarantee, provided this does not entail the establishment of a new policy;
- failure to produce the declarations of the third entity on whose capacities the tenderer relies;
- the failure to sign the application form, the required declarations and the tender, provided that the absence of a signature does not preclude the identification of the tender's origin and does not give rise to absolute uncertainty regarding the tender;
- the failure to provide, or the provision of an incomplete or incorrect translation into English of the tender documentation.

The following cannot be remedied:

- failure to meet the prescribed exclusion and selection criteria;
- false declarations regarding the compliance with exclusion and selection criteria;
- failure to specify in the Agreement with the third entity on whose capacity the tenderer relies the resources made available by the third entity, as this renders the agreement null and void;
- the signing of the provisional guarantee by a person not authorised to issue the guarantee or not authorised to bind the guarantor.

3. For the purposes of the incomplete documentation remedy, the contracting authority shall grant the tenderer a period of not less than **5** (five) and not more than **10** (ten) days to submit, supplement or rectify the necessary declarations, specifying the content and the parties required to submit them, as well as the section of the PAD where the requested documentation must be included.

Should the deadline lapse without result, the contracting authority shall proceed to exclude the tenderer from the procedure.

4. Where the tenderer submits declarations or documents that are not fully consistent with the request, the contracting authority may ask for further details or clarifications, limited to the documentation submitted during the request for additional information, setting a deadline on pain of exclusion.

5. The contracting authority may at any time request clarifications regarding the contents of the technical data sheets/technical documentation referred to in point 15.H below, the financial offer and any of its annexes. The economic operator is required to provide a response within a period not exceeding **10** (ten) days set for this purpose by the contracting authority. The clarifications provided

by the economic operator may not alter the content of the tender.

15. CONTENTS OF “DIGITAL ENVELOPE A” – ADMINISTRATIVE DOCUMENTATION

The economic operator shall use the ASP Platform available on the website www.acquistinretepa.it to fill or attach the following documentation:

15.A. the **application form** and accompanying declarations in accordance with “Annex A” attached to these Instructions for tenderers;

15.B. any **additional documentation** referred to in paragraph 15.B below **in the case of a joint tender**;

15.C. the **ESPD** in electronic format, which may be completed directly via the Platform;

15.D. the **provisional guarantee** referred to in paragraph 11 above;

15.E. the document proving **payment** of the **ANAC contribution** referred to in paragraph 12 above;

15.F. the **Declaration of calculation of the provisional guarantee reduction** in accordance with “Annex 1” attached to these Instructions for tenderers;

15.G. the **Integrity Pact**;

15.H. the **technical data sheets** for the devices offered, for the purposes of assessing compliance with the technical specifications forming the basis of the tender and/or equivalence, as indicated below.

15.I. (if applicable) **Documentation** relating to reliance on third entities’ capacities

15.A. Application form

1. The application form shall be drawn up in accordance with Annex A to these Instructions for tenderers, entitled “*Form A – Application for Participation and accompanying declarations*”.

2. The tenderer shall indicate in the application form the Lot or Lots for which it is tendering.

3. The declarations regarding the absence of the automatic grounds for exclusion referred to in Article 94(1) and (2) of the Code shall be made by the economic operator in relation to all the persons referred to in paragraph 3.

4. Declarations regarding the absence of non-automatic grounds for exclusion referred to in Article 98(3)(g) and (h) of the Code shall be made by the economic operator in relation to the persons referred to in Article 94(3).

5. Declarations regarding the absence of other grounds for exclusion shall be made in relation to the economic operator.

6. With regard to the grounds for exclusion referred to in Article 95 of the Code, the tenderer declares:

- serious infringements referred to in Article 95(1)(a) of the Code committed in the three years prior to the date of publication of the contract notice;

- the acts and measures referred to in Article 98(6) of the Code issued in the three years prior to the date of publication of the contract notice;

- all other conduct referred to in Article 98 of the Code, committed in the three years prior to the date of publication of the contract notice.

The above declaration must be made even if there has been a legal challenge brought against the relevant measures, with the exception of the case referred to in Article 98(3)(e), for which it must be made only in the event of a final finding of the infringement.

7. The economic operator shall declare the existence of grounds for exclusion that occurred prior to the submission of the tender and indicate the adopted *self-cleaning* measures, or demonstrate the impossibility of adopting such measures prior to the submission of the tender.

8. The economic operator shall adopt the *self-cleaning* measures which it was unable to adopt prior

to the submission of the tender and those relating to grounds for exclusion that arose after that time.

9. If the economic operator fails to notify the contracting authority of the existence of facts and measures that may constitute grounds for exclusion pursuant to Articles 94 and 95 of the Code, and such facts or measures do not appear in the FVOE 2.0, the three-year period shall commence from the date on which the contracting authority became aware of them, rather than from the commission of the act or the adoption of the measure.

10. The application form, drawn up in accordance with Annex A, “*Template A – Application form and accompanying declarations*”, shall contain, *inter alia*:

- an indication of the capacity in which the tenderer is participating in this call for tenders (individually/jointly);
- a declaration as to whether or not the tenderer intends to rely on third entities’ capacities to meet the selection criteria.

Should the tenderer intend to rely on third entities’ capacities, it shall attach to the application form:

- ✓ a declaration signed by the third entity in which the latter undertakes, vis-à-vis the tenderer and the contracting authority, to make available for the entire duration of the Contract the criteria and necessary resources which the tenderer lacks;
- ✓ the original or a certified copy of the contract under which the third entity undertakes to provide the tenderer with the criteria and make available the necessary resources for the entire duration of the contract;
- in the case of participation in a temporary grouping, ordinary consortium, aggregated network of companies, or EEIG, the tenderer shall indicate:
 - ✓ the identification details (company name, tax registration number, registered office) and the role of each entity participating in the joint tender (group leader/group member);
 - ✓ a descriptive breakdown among the members of the temporary grouping, consortium or EEIG of the parts of the supplies/services in question;
 - ✓ the percentage breakdown among the members of the temporary grouping, consortium or EEIG of the parts of the supplies/services in question;
- in the case of a consortium of cooperatives, a consortium of craft enterprises or a permanent consortium as referred to in Article 65(2)(b), (c) and (d) of the Code, the consortium shall indicate the member(s) on whose behalf it is tendering; if the consortium does not specify on behalf of which member(s) it is tendering, it shall be deemed to be participating in its own name and on its own behalf.

11. By means of the application for participation drawn up in accordance with Annex A, “*Template A – Application form and accompanying declarations*”, to these Instructions for tenderers or, in any event, by means of other separate declarations made pursuant to Presidential Decree No. 445/2000, the tenderer shall, *inter alia*, declare:

- the identification details (first name, surname, date and place of birth, tax code, municipality of residence, etc.) of the persons referred to in Article 94, paragraphs 3 and 4, of the Code, including the *de facto* director, where applicable, or indicates the official database or public register from which such details may be obtained, updated as of the date of submission of the tender;
- that it is not participating in the same call for tenders simultaneously in different capacities (individually and jointly; in multiple joint capacities; individually and as an executing member of a consortium). If the economic operator declares that it is participating in more than one capacity, it shall attach documentation demonstrating that this circumstance has not affected the tender procedure, nor is it likely to affect its ability to fulfil its contractual obligations;

- to accept, without any condition or reservation, all the rules and provisions contained in the tender documentation referred to in paragraph 2.1 above;
 - to be aware that the submission of the tender implies that the tenderer (as well as any third entity on which the tenderer relies and any consortium members designated as executing) meets all the exclusion and selection criteria referred to in paragraphs 6 and 7 of these Instructions for tenderers and is in compliance with the obligations set out therein and, consequently, that it therefore meets all the exclusion and selection criteria set out in these Instructions for tenderers;
 - that the submitted financial offer is deemed to be profitable, as in its formulation the tenderer has acknowledged and taken into account:
 - a) the contractual conditions and obligations, including any relating to safety, insurance, working conditions, and social security and welfare provisions in force at the location where the supplies/services covered by the contract are to be performed;
 - b) all general, specific and local circumstances, without exception, which may have influenced or may influence both the supply and the determination of its financial offer, including the foreseeable increase in raw material costs, particularly in light of recent market trends;
 - that it has examined all the procurement documents published by the contracting authority, including these Instructions for tenderers and the Special Tender Specifications, and considers them adequate and suitable for the correct and informed submission of the tender;
 - that, should it be awarded the contract, it accepts the specific conditions for the performance of the Contract set out in the Special Tender Specifications (see in particular Article 9);
 - to undertake, should it be awarded the contract, to supply the devices and materials in accordance with the technical specifications set out in the Special Tender Specifications and Annex 1 attached thereto, and to provide the technical documentation for each item upon delivery;
 - to be informed, pursuant to and for the purposes of EU Regulation No 679/2016 (GDPR), that the personal data collected will be processed, including by electronic means, exclusively within the scope of this call for tenders;
 - to consent to the processing of data via the FVOE and/or the Platform, in accordance with the provisions of Legislative Decree No. 196 of 30 June 2003, for the purposes of verification by contracting authority of compliance with the criteria set out in Article 99 and for the other purposes provided for by the Code;
 - to be aware of the obligations arising from the Code of Conduct adopted by the contracting authority, available on its website, and to undertake, in the event of the contract being awarded to it, to comply with and ensure that its employees and collaborators comply with, where applicable, the aforementioned code, failing which the Contract shall be terminated;
 - (*for economic operators who are non-residents and do not have a permanent establishment in Italy*), to undertake to comply, in the event of being awarded the contract, with the provisions of Articles 17(2) and 53(3) of Presidential Decree No 633/1972 and to notify the contracting authority of the appointment of their tax representative, in accordance with the law;
- 12.** The application form and the related declarations shall be submitted and signed:
- by the sole tenderer participating individually;
 - in the case of a temporary grouping, ordinary consortium or EEIG that has been established, by the group leader;
 - in the case of a temporary grouping, ordinary consortium or EEIG not yet established, by all the parties that will form the grouping, consortium or group;
 - in the case of network aggregations:

- a. if the network has a joint body with power of representation and legal personality,** pursuant to Article 3, paragraph 4-*quater*, of Decree-Law No 5 of 10 February 2009, the application form must be signed solely by the economic operator acting as the joint body;
- b. if the network has a joint body with power of representation but no legal personality,** pursuant to Article 3 paragraph 4-*quater* of Decree-Law No 5 of 10 February 2009, the application form must be signed by the company acting as the joint body as well as by each of the network members participating to the call for tenders;
- c. if the network has a joint body without the power of representation, or if the network has no joint body, or if the joint body does not meet the necessary criteria to act as a leader,** the application form must be signed by the network member acting as leader or, in the case of participation in the form of a grouping to be established, by each of the network members participating to the call for tenders.

- in the case of a consortium of cooperatives and craft enterprises or a permanent consortium as referred to in Article 65(2)(b), (c) and (d) of the Code, the application shall be digitally signed by the consortium itself.

The application and the related declarations shall be signed by the legal representative of the tenderer or by a proxy holding the relevant power of attorney. In such cases, the tenderer shall attach to the application a certified copy of the power of attorney. It is not necessary to attach the power of attorney if the Company registration report of the tenderer expressly indicates the powers of representation conferred on the proxy.

13. (if applicable) In the application form, the tenderer shall declare, pursuant to Articles 46 and 47 of Presidential Decree No. 445/2000, the details of the order admitting the company to the composition with creditors and the order authorising participation in calls for tenders, and shall also declare that the other companies forming part of the grouping are not subject to insolvency proceedings, pursuant to Article 95(4) and (5) of Legislative Decree No. 14/2019.

The tenderer shall submit a report by a professional meeting the requirements set out in Article 2(1)(o) of the aforementioned Legislative Decree, certifying compliance with the plan and the reasonable ability to perform the contract.

14. The application form must be submitted in accordance with the provisions of Presidential Decree No. 642/1972 regarding the payment of stamp duty. Payment of the aforementioned duty, amounting to €16.00, must be made via the F24 form, by means of a virtual stamp following authorisation issued by the Revenue Agency, or via the @e.stamp duty from the Revenue Agency or, for foreign economic operators, by paying the tax via bank transfer using the IBAN code IT07Y0100003245348008120501 and specifying in the payment reference their company name, tax code (if applicable) and the details of the document to which the payment relates.

As proof of payment, the applicant must attach the electronic payment receipt or the bank transfer receipt.

Alternatively, the tenderer may purchase a €16.00 stamp duty and enter its serial number within the declaration contained in the electronic application, and must attach a copy of the stamp in PDF format. The tenderer assumes full responsibility in the event of multiple use of the stamps.

15.B. Additional documents and declarations for joint tenders

For temporary groupings of companies already established

- a copy of the irrevocable collective mandate with power of representation granted to the leader by public deed or authenticated private document;

- a declaration by the parties specifying the service/supply, or the percentage in the case of indivisible services/supplies, to be performed by the individual economic operators forming the group.

For ordinary consortia or EEIGs already established

- a copy of the memorandum of association and of the statute of the consortium or EEIG, indicating the entity designated as the leader;
- a declaration by the parties specifying the service/supply, or the percentage in the case of indivisible services/supplies, to be performed by the individual economic operators forming the consortium.

For temporary groupings, ordinary consortia or EEIGs not yet established

- Declarations made by each tenderer certifying:
 - a. the economic operator to whom, in the event of the contract being awarded, a special mandate with representation or the functions of leader will be conferred;
 - b. the undertaking, in the event of the contract being awarded, to comply with the regulations in force regarding temporary groupings, consortia or EEIGs pursuant to Article 68 of the Code, by conferring a special collective mandate with power of representation on the qualified undertaking acting as leader, which shall enter into the Contract in the name and on behalf of the members;
 - c. the parts of the service/supply, or the percentage in the case of indivisible services/supplies, which will be performed by the individual economic operators acting jointly or as consortium members.

For network aggregations: if the network has a joint body with power of representation and legal personality

- a copy of the network contract indicating the joint body acting on behalf of the network;
- a declaration stating on behalf of which companies the network is tendering;
- a declaration, digitally signed by the parties, of the supply or services to be performed by the individual economic operators aggregated within the network.

For network aggregations: if the network has a joint body with power of representation but no legal personality

- copy of the network contract;
- a copy of the irrevocable collective mandate conferring representation to the joint body;
- a declaration specifying which parts of the supply or services will be performed by the individual economic operators aggregated in the network.

For aggregations of companies adhering to a network agreement: if the network has a joint body without power of representation or if the network lacks a joint body, or if the joint body does not meet the selection criteria, it shall participate in the form of a temporary grouping of companies that has been or is being established

➤ **in the case of an established temporary grouping of companies:**

- a copy of the network contract;
- a copy of the irrevocable collective mandate with power of representation granted to the leader;
- a declaration specifying which parts of the supply or services will be performed by the individual economic operators aggregated in the network.

➤ **in the case of a temporary grouping of undertakings being established:**

- a copy of the network contract;
- declarations, made by each tenderer aggregated in the network, certifying:
 - a. which tenderer, in the event of the contract being awarded, will be granted a special mandate with power of representation or the role of leader;
 - b. the undertaking, in the event of the contract being awarded, to comply with the regulations in force concerning temporary groupings;
 - c. the parts of the service or supply, or the percentage in the case of indivisible services/supplies, which will be performed by the individual economic operators aggregated in the network.

For consortia referred to in Article 65(2)(b), (c) and (d) of the Code

- a ESPD filled and signed by each executing consortium member and by each consortium member providing the selection criteria;
- a declaration made by each executing consortium member and by each consortium member providing the selection criteria, certifying:
 - a) *[Applicable where self-cleaning measures are adopted]*:
 - a.1 that it has uploaded to the FVOE the report setting out the self-cleaning measures taken in relation to the grounds for exclusion identified prior to the submission of the application form, and that they have included in the ESPD a reference to the document uploaded to the FVOE;

(or, alternatively)

a.2 that it was unable to adopt self-cleaning measures for the following reasons [state the reasons] and undertakes to adopt appropriate measures and to communicate these promptly and in any event before the award;

b) *[Where applicable, in the event of being subject to a composition with creditors on a going concern basis]*:

- **that the order admitting the arrangement was issued on by**

- that the authorisation to participate to calls for tenders was issued on by

c) *[Where applicable, in the event of seizure or confiscation pursuant to Article 240-bis of the Criminal Code or Articles 20 and 24 of Legislative Decree No. 159 of 6 September 2011, and placement under the custody of a custodian or judicial or financial administrator. This declaration is made for the purposes of Article 96(13) of the Code]*:

- **that the order ... (specify the type of order: seizure or confiscation pursuant to Article 240-bis of the Criminal Code or Articles 20 and 24 of Legislative Decree No. 159 of 6 September 2011, and placement under the custody of a custodian or judicial or financial administrator) was issued on ... by ...;**

d) *[only for permanent consortia]* not to participate in more than one permanent consortium;

e) not to participate in the same call for tenders simultaneously in different capacities (as a sole tenderer/in a joint tender, in multiple joint tenders, as a sole tenderer and as an executing member of a consortium);

(or, alternatively)

f) to participate in more than one capacity, *[specify which]* and to upload to the FVOE appropriate documentation demonstrating that this circumstance has not affected the tender procedure, nor is it likely to affect the ability to fulfil contractual obligations;

g) to consent to the processing of data via the FVOE, in accordance with the provisions of Legislative Decree 196 of 30 June 2003, for the purposes of verification by the contracting authority of

compliance with the declared criteria.

The declarations referred to in this point shall be signed in accordance with the provisions of paragraph 15.A.

15.C. ESPD

1. The tenderer shall complete the electronic ESPD made available via the PAD and upload it to the same Platform, digitally signed in accordance with the provisions of point 15.A above for the application form.

15.D. Provisional guarantee

1. The tenderer is required to attach, for each Lot in which it intends to participate, the provisional guarantee provided for in point 11 of these Instructions for tenderers.

Please note: in the case of a temporary grouping of companies that has already been established, the “provisional guarantee” referred to in point 11 of these Instructions for tenderers must be provided solely by the leader and digitally signed by its legal representative (or their authorised representative). In the case of a temporary grouping not yet established, the “provisional guarantee” referred to in point 11 of these Instructions for tenderers must be made out to all the group members or to the leader alone, but with explicit reference to the grouping being established and to the group members. In both cases, the guarantee must be digitally signed by the legal representatives (or authorised representatives) of all the group members.

Failure to comply with the above provisions regarding the submission of the provisional guarantee will result in the use of the incomplete documentation remedial procedure referred to in point 14 of these Instructions for tenderers.

15.E. Document proving payment of the ANAC contribution

The tenderer is required to attach the receipt for payment of the ANAC contribution in accordance with point 12 of these Instructions for tenderers.

Please note that the receipt must also be included in digital envelope B relating to the financial bid.

Please note: in the case of temporary consortia of undertakings, whether already established or in the process of being formed, the payment of the contribution to ANAC is a single payment and may be made by any of the undertakings participating in the consortium.

15.F. Declaration of calculation of provisional guarantee reduction

The tenderer shall attach the declaration, submitted in accordance with ‘**Form 1**’ prepared by the contracting authority and attached to these Tender Specifications, digitally signed by the tenderer’s legal representative (or their authorised representative).

15.G. Integrity Pledge

The tenderer must submit the Integrity Pledge prepared by the contracting authority and attached to these Tender Specifications, digitally signed by the legal representative (or their authorised representative).

15.H. Technical data sheet, one for each Lot for which the tenderer intends to participate

For each Lot in which the tenderer intends to participate, the tenderer shall attach the Technical Data Sheets (or other technical documentation) for each type of device covered by the contract and listed in Annex 1 to the Special Tender Specifications.

This documentation must demonstrate compliance with the technical specifications set out in the

aforementioned Annex 1 or, in any case, the equivalence of the products offered, in accordance with Article 7(3) of the Special Tender Specifications.

The assessment of compliance or equivalence shall be carried out by the Procedure Manager, with the support of the evaluation committee appointed for this purpose, solely in relation to the top-ranked tenderer in the provisional ranking for each Lot and prior to proceeding with the award decision.

In relation to the documentation referred to in this point, the contracting authority reserves the right to request any additional information or clarifications regarding the documents submitted by the tenderer. Failure to respond to a request for further information on this point will result in exclusion of the tender.

15.I. (if applicable) Documentation relating to reliance on third entities' capacities

In case of reliance on third entities' capacities to meet the selection criteria as set out in these Instructions for tenderers, the tenderer must attach:

- the ESPD of the third entity;
- the declaration signed by the third entity whereby it undertakes, vis-à-vis the tenderer and the Contracting Authority, to make available for the entire duration of the Contract the criteria and necessary resources which the tenderer lacks;
- the original or a certified copy of the contract under which the third entity undertakes to provide the tenderer with the criteria and make available the necessary resources for the entire duration of the contract.

15.1. Instructions for the submission and signing of administrative documentation for joint tenders

In the case of temporary groupings of companies that have already been established, the declarations and documentation referred to in this point 15, letters D and H, must be submitted and digitally signed by the leader.

In the case of temporary groupings of companies not yet established, the declarations and documentation referred to in this point 15, letters D and H, must be digitally signed by all the group members that will establish the grouping.

In the case of temporary groupings of companies, whether already established or not yet formally established, each party who established or will establish the grouping must produce the documentation and declarations referred to in this point 15, letters A, B, C, and G.

In the case of consortia of companies referred to in Article 65(2)(b), (c) and (d) of Legislative Decree No. 36/2023, the application form, the documentation and the declarations referred to in point 15, letters A, B, C and G must be submitted by the consortium itself and any consortium members indicated as executing.

16. CONTENTS OF “DIGITAL ENVELOPE B” – FINANCIAL OFFER

1. For each individual Lot, the tenderer shall include, in the specific section of the PAD:
 - a) **the financial offer** in accordance with the terms and conditions set out below;
 - b) **the receipt for payment of the ANAC contribution** referred to in point 12 of these Instructions for tenderers, to be uploaded in the dedicated slot in the “Digital Envelope B – Financial Offer” section. This is to comply with the principles set out in Council of State Plenary No. 6/2025.

2. In the financial offer drawn up in accordance with the template provided by the contracting authority (see: Annex B), to be downloaded from the PAD and uploaded to the relevant section after being digitally signed, the tenderer shall indicate:

- the total amount offered (in figures and words), estimated as a lump sum, VAT included if due pursuant to the Consolidated Law on Value Added Tax (DPR 633/72 and subsequent amendments). Any local indirect taxes will be borne by the supplier and must be included in the quoted price;
- the “lump sum” prices offered, VAT regime as indicated above, by type of devices and by type of service in accordance with the requirements of “Annex B” “*Financial Offer Template*” attached to these Instructions for tenderers.

In the event of a discrepancy between the amount stated in figures and that expressed in words, the latter shall prevail. In the event of a discrepancy between the total amount offered and the total price resulting from the sum of the individual prices indicated in Form B by type of equipment and by type of service, the total amount offered shall prevail and the individual prices shall be adjusted proportionally based on the percentage of the discrepancy.

The unit prices offered, where corrected, shall constitute the list of contractual unit prices.

3. For the purposes of drawing up the ranking and awarding the contract, only the total amount offered will therefore be taken into account.

4. Financial offers exceeding the auction base price are inadmissible.

5. Please note that by submitting a financial offer, the tenderer undertakes to maintain it as firm and irrevocable for 180 (one hundred and eighty) days from the expiry date of the deadline set for the submission of the tender.

6. As this is a supply contract without installation, it is specified that in Form B the tenderer is not required to indicate either the company’s costs for compliance with health and safety provisions in the workplace (Article 108(9) of the Code) or the estimated labour costs (Article 108(9) of the Code).

7. The financial offer shall be signed in accordance with the methods set out for the signing of the application form referred to in paragraph 15.A., with the specification that in the case of temporary groupings or ordinary consortia already established, it may be signed solely by the leader.

17. AWARD CRITERIA

1. The contract shall be awarded on the basis of the *lowest price*.

In the event that the tenders of two or more tenderers present the same total amount offered, a draw shall be held to determine the tenderer ranked first.

2. The choice of this award criterion is based on the nature of the supplies/services to be contracted, which are set out in detail in the tender documents and the relevant legislation; it therefore meets the contracting authority’s needs for efficiency and effectiveness, given that a different criterion would serve no practical purpose in this case, as the contract concerns the supply of materials with standardised characteristics.

18. CONDUCT OF THE TENDER PROCEDURE: OPENING OF THE “FINANCIAL ENVELOPES” – EVALUATION OF FINANCIAL OFFERS

1. As this is an entirely electronic procedure, in which the confidentiality and immutability of the tenders submitted are guaranteed by the security requirements of the Acquisti in rete certified portal (APS), no “physical” public sessions are scheduled; instead, all sessions will be held online.

2. **The first online session will take place on July 8, 2026 at 2:00 PM.**

3. The PAD allows for the conduct of tender sessions for the opening:

- of the administrative documentation;

- of the financial offers.
4. The PAD ensures compliance with the provisions of the Code regarding the confidentiality of operations and information relating to the tender procedure, as well as compliance with the principles of transparency.
 5. An evaluation committee comprising three members will be appointed to open and examine the administrative documentation and the financial offers.
 6. The contracting authority has decided to adopt the reversed procedure.
 7. Under the reversed procedure, the financial offers of all tenderers are assessed first, followed by the verification of the administrative documentation of the tenderers indicated in paragraph 19, and finally, the verification of any abnormally low tenders.
 8. During the first meeting, the evaluation committee, having verified the timeliness and validity of the tenderers' submissions and having acknowledged the list of admitted tenderers, shall first verify the correct payment of the ANAC contribution referred to in point 12 above, which must therefore also be uploaded to the "Digital Envelope B – Financial Offer".
The committee will then proceed directly to the opening and review of the files contained in the section of the electronic platform relating to the Financial Offer (the so-called "Financial Envelope") and, if necessary in a closed session, to the drawing up of the provisional ranking for each Lot.
 9. Should the tender procedure require further tender sessions, the dates of these will be communicated exclusively via publication on the PAD.

19. OPENING OF THE "DIGITAL ENVELOPES A – ADMINISTRATIVE DOCUMENTATION" FOR THE FIRST RANKED TENDERER FOR EACH LOT

1. The evaluation committee shall proceed, in relation to the tenderer who has submitted the best offer for each Lot, to:
 - a. check the completeness of the administrative documentation submitted;
 - b. verify the compliance of the administrative documentation with these Instructions for tenderers;
 - c. initiate any incomplete documentation remedial procedure referred to in paragraph 14 above.
2. Any decisions to exclude a tenderer from the tender procedure shall be notified within five days of its adoption.
3. This is without prejudice to the possibility of requesting tenderers, at any time during the procedure, to submit all supplementary documents or part thereof, should this be necessary to ensure the proper conduct of the procedure.

20. ABNORMALLY LOW TENDERS

1. The mechanism for the automatic exclusion of abnormally low tenders does not apply, as this procedure is subject to the rules governing the award of contracts above the European threshold. In accordance with Article 110 of Legislative Decree No. 36/2023, abnormally low offers will be identified and their reliability and soundness will be verified.
2. Tenders are considered suspect of being abnormally low if the total amount offered is at least 15% lower than the average of the amounts of all admissible tenders. The above calculation shall be carried out only where the number of admissible tenders is five or more. The Administration also reserves the right to subject to verification any tender which, based on other factors as well, appears abnormally low.
3. Should the first best tender appear to be suspect of being abnormally low, the Procedure Manager shall assess its appropriateness, seriousness, sustainability and feasibility. Should such a tender prove to be abnormally low, the same procedures as those set out shall be applied to the subsequent tenders, until

the best tender deemed not to be abnormally low is identified. The contracting authority also reserves the right to simultaneously verify the best tenders suspected of being abnormally low, up to a maximum of the first five tenders. In particular, it is specified that if, following the outcome of any sub-procedure to verify soundness, the tender(s) is/are found to be abnormally low, the contracting authority shall: (a) exclude the tenderer from the procedure; (b) proceed solely by moving down the ranking list without any further recalculation of averages or scores.

4. The Procedure Manager shall request the tenderer to submit explanations, indicating, where applicable, the specific components of the tender deemed anomalous. To this end, a deadline of no more than 15 (fifteen) days from receipt of the request shall be assigned. Once the RUP has examined the explanations provided by the tenderer, if they are deemed insufficient to rule out the anomaly, the RUP may request further clarifications, including through an oral hearing, setting a strict deadline for a response. The RUP shall exclude tenders which, based on the examination of the elements provided with the explanations, are found to be, on the whole, unreliable.

5. If no tenders suspected of being abnormally low are identified, the tender process shall be closed and the award proposal drawn up.

21. AWARD PROCEDURE – VERIFICATION OF PROPOSED SUCCESSFUL TENDERER’S COMPLIANCE WITH THE CRITERIA

1. For each Lot, the award proposal shall be made in favour of the tenderer who has submitted the best tender.

2. The contracting authority reserves the right to proceed with the award even if only one tender is submitted.

3. The award is made upon successful verification of compliance with the criteria set out in these Instructions for tenderers and takes effect immediately.

3. The verification is carried out via the FVOE or the PAD. In the event of a malfunction, even partial, of the economic operator’s virtual file or of the platforms, databases or interoperability systems connected thereto, the contracting authority reserves the right to award the contract 30 days after the award proposal. In such a case, it shall require a self-certification from the tenderer, made in accordance with Presidential Decree No. 445/2000, attesting to the compliance with the criteria and the absence of grounds for exclusion which, due to the aforementioned malfunction, could not be verified.

For certifications which, at present, cannot yet be verified via the economic operator’s virtual file, the contracting authority shall proceed directly to verify with the certifying bodies and, if 30 days have elapsed without result following the request, the contracting authority reserves the right to award the contract subject to the receipt of a self-certification issued by the economic operator in accordance with Presidential Decree No. 445/2000, attesting the compliance with criteria and the absence of grounds for exclusion that could not be verified.

For economic operators with their registered office outside the European Union, supporting documentation must instead be provided via the PAD.

4. Should the checks prove unsuccessful, the economic operator shall be excluded, the matter may be reported to ANAC, and the provisional guarantee shall be forfeited. The ranking shall then be revised to identify the new best tenderer, and the checks set out above shall be carried out in respect of that tenderer as well.

5. Should the contract not be awarded even to the new highest-ranked tenderer, a further ranking list shall be drawn up.

22. SIGNING OF THE CONTRACT

1. The contract shall be signed no earlier than 32 days after the dispatch of the contract award notice by the contracting authority and within the purely indicative time limit of 60 days from the date of the award, save as provided for by Article 18(2) of the Code.
2. The provisional guarantee of the successful tenderer shall be automatically released upon the signing of the contract; the provisional guarantees of the unsuccessful tenderers shall be released upon the award decision and shall, in any event, cease to be effective within 30 days from the award.
3. Upon the signing of the contract, the successful tenderer must submit the final guarantee, calculated on the basis of the contract amount, in accordance with the measures and procedures laid down in Article 117 of the Code.
4. If the contract is not signed within the deadline due to the contracting authority's fault, the successful tenderer may have the contracting authority's failure to perform recorded or, alternatively, may be released from all obligations by means of a notified notice. The successful tenderer shall not be entitled to any compensation, save for the reimbursement of contractual expenses.
5. If the contract is not signed within the set time limit due to the fault of the successful tenderer, this may constitute grounds for revoking the award.
6. Failure to enter into the contract or delay in doing so, outside the circumstances set out above, constitutes a breach of the duty of good faith, even where litigation is pending.
7. The contract is subject to the resolutive condition of its non-approval, to be determined within thirty days of its conclusion. Upon expiry of this period, the contract shall be deemed approved.
8. The contract is concluded electronically in accordance with Article 18(1) of the Public Contracts Code.

23. ACCESS TO DOCUMENTS

Access to the documents of the procedure is provided digitally through direct retrieval of the data and information entered in the PAD from the date of the digital notification of the award, in accordance with the provisions of Article 35 of the Code and the current provisions on the right of access to administrative documents, in accordance with the procedures set out in Article 36 of the Code.

All unsuccessful tenderers not definitively excluded shall be provided, via the PAD, with the tender of the successful tenderer, the tender session records and documents, and the data and information that were assessed for the purposes of the award.

The tenders submitted by the tenderers ranked in the top five places of the ranking list are made available to each other.

The administrative documentation relating to the eligibility of tenderers ranked second to fifth is not made available as it has not been verified by the contracting authority.

24. FURTHER INFORMATION

- a) By submitting a tender, tenderers accept that the publication of the procedure's outcome on the contracting authority's website implies full knowledge of the existence of the award decision and of the detrimental effect thereof on their legitimate rights and interests.
- b) By submitting a tender, tenderers expressly elect domicile at the electronic platform for all communications relating to this call for tenders.

- c) Payment for the contractual services shall be made in accordance with the provisions of the tender documentation.
- d) By submitting an application form and the accompanying declarations, tenderers consent, pursuant to Legislative Decree No. 196/2003 and the GDPR, to the processing, in compliance with the aforementioned legislative decree and Regulation, of the personal data provided by them. For the purposes of Article 4 of the aforementioned decree, ‘processing of personal data’ means: collection, recording, organisation, storage, processing, modification, selection, retrieval, comparison, use, interconnection, blocking, communication, dissemination, erasure and destruction of data, even if not recorded in a database. Data processing will be carried out using appropriate tools, including automated ones, designed to ensure security and confidentiality, and capable of storing, managing and transmitting the data. Tenderers are also informed that, in relation to the aforementioned processing, they may exercise the rights referred to in Article 7 of Legislative Decree No. 196/2003 and the GDPR.
- e) In carrying out the activities covered by the contract, the successful tenderer for each Lot must comply with the principles and, insofar as they are compatible, the duties of conduct set out in Presidential Decree No. 62 of 16 April 2013, in this contracting authority’s code of conduct, and in the Integrated Activity and Organisation Plan (PIAO) 2026–2028 of the Defence Industries Agency, approved on 29 January 2026 and updated on 3 March 2026. Following notification of the award and prior to the signing of the contract, the successful tenderer for each Lot is required to review the aforementioned documents.
- f) The declarations required of tenderers for the purposes of participating in this call for tenders must be signed by the legal representative. Alternatively, the declarations may be signed by a proxy of the legal representative; in such cases, the relevant power of attorney must be submitted in the original or as a certified copy in accordance with Presidential Decree No. 445/2000, as amended and integrated. In any event, such declarations must be drawn up in accordance with the terms set out in Presidential Decree No. 445/2000.
- g) Should the tender procedure still be ongoing on the date on which the validity of the tenders expires, tenderers will be required to confirm the validity of their tender until the specified date and to provide a specific document certifying that the provisional guarantee remains valid until that date. Failure to respond to the contracting authority’s request within the deadline set by the latter, or in any event in time to allow the procedure to proceed swiftly, shall be deemed a withdrawal by the tenderer from participation in this call for tenders;
- h) Given the nature of the services to be awarded, no site visit is required.
- i) The Procedure Manager is Col. **Arcangelo Moro**.

25. SETTLEMENT OF DISPUTES

Decisions relating to this procedure may be challenged only by appeal to the Regional Administrative Court of Tuscany.

26. DATA PROCESSING

The data collected – including that acquired via the FVOE – will be processed and stored, including by means of IT tools, in accordance with EU Regulation 679/2016 (GDPR), Legislative Decree No. 196 of 30 June 2003, and Decree No. 148/21 of the Presidency of the Council of Ministers and the relevant implementing acts, exclusively within the scope of the call for tenders governed by these Instructions for tenderers.

