

TENDER RULES

Open procedure for the award of the supply,
divided into 9 lots of Equipment and Machinery
for
the Leather Tanning Technology Centre (LTTC),
including installation, commissioning and training services.

Gara Aperta Internazionale per la fornitura di macchinari e attrezzature a
LTTC Robbiki

LOT 1 CIG: B87A25BCF3 / LOT 2 CIG: B87A25CDC6
LOT 3 CIG: B87A25DE99 / LOT 4 CIG: B87A25EF6C
LOT 5 CIG: B87A25F044 / LOT 6 CIG: B87A260117
LOT 7 CIG: B87A2611EA / LOT 8 CIG: B87A2622BD
LOT 9 CIG: B87A263390

Gara Aperta Internazionale per la fornitura di macchinari e attrezzature a LTTC Robbiki

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Subject: Open procedure for the award of the supply, divided into 9 lots of Equipment and Machinery for the Leather Tanning Technology Centre (LTTC), including installation, commissioning and training services.

CIG: B87A25BCF3 - B87A25CDC6 - B87A25DE99 - B87A25EF6C - B87A25F044 - B87A260117 - B87A2611EA - B87A2622BD - B87A263390

The undersigned Office of the Italian Agency for Development Cooperation (AICS), hereinafter referred to as the “Contracting Authority”, hereby launches this open procedure for the selection of an “Economic Operator” to whom the supplies and services in question will be awarded, in accordance with the procedures and requirements set below.

PREAMBLE

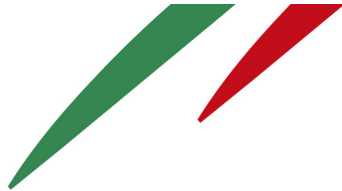
- a) By decision to contract Number 103_dated 02/10/2025, this Administration has resolved to award the supply, divided into 9 lots of Equipment and Machinery for the Leather Tanning Technology Centre (LTTC), including installation, commissioning, training, testing and after sales services, in accordance with the technical specifications indicated in the Technical Specifications Document; (Annex B);
- b) the contract is awarded through an open procedure, applying the lowest price criterion;
- c) the Contracting Authority deemed it appropriate to divide the procurement into functional lots in order to ensure broader participation by economic operators, the supply is divided into the following functional lots:
 - Lot 1: “Rotating Embossing Machine (for ironing, embossing, glazing)”: eur 240.000,00; CIG: B87A25BCF3; CPV: 42700000-3;
 - Lot 2: “Foil Transfer Machine”: eur 187.000,00; CIG: B87A25CDC6; CPV: 42700000-3;
 - Lot 3: “Overhead Conveyor-Floor scale SS”: eur 94.000,00; CIG: B87A25DE99; CPV: 42700000-3;
 - Lot 4 “Video Inspection Table”: eur 80.000,00; CIG: B87A25EF6C; CPV: 38900000-4;
 - Lot 5: “Laboratory Coating Head”: eur 62.000,00; CIG B87A25F044; CPV: 42700000-3;
 - Lot 6: “Laboratory Sample and Data Management System”: eur 86.000,00; CIG: B87A260117; CPV: 30200000-1;
 - Lot 7: “Miscellaneous equipment for the Physical Laboratory, including 28 different items and sets of tools”: eur 245.500,00; CIG: B87A2611EA; CPV: 38400000-9;
 - Lot 8: “Miscellaneous equipment for the Chemical Laboratory, including 12 different items and sets of tools”: eur 191.000,00; CIG: B87A2622BD; CPV: 38430000-8;
 - Lot 9: “Miscellaneous equipment for the Maintenance Centre, including 11 different items and sets of tools”: eur 101.000,00; CIG: B87A263390; CPV: 42600000-2;

- d) delivery shall be **DDP¹ (Delivered Duty Paid)** and shall take place at the premises of the Egyptian Ministry of Industry, Leather Tanning Technology Centre (LTTC) Robbiki Leather City, Cairo, Egypt. The Egyptian **Ministry of Industry** is the recipient and beneficiary of the supplies and will assume ownership thereof upon completion of delivery and installation.
- e) the official language of the procedure shall be **English**. All documents submitted by tenderers, and all communications between the Contracting Authority and tenderers, shall be in English. Any document submitted in another language must be accompanied by a certified translation into English. In case of discrepancy, the English version shall prevail;
- f) the Sole Person Responsible for the Procedure (RUP) is Dr. Ashraf Samuel.

Timetable

Milestone	Date
Publication of Tender Notice	Monday, 06 October 2025
Online information session	Monday, 20 October 2025, 14:30 (Cairo time)
Deadline for Requests for Clarifications	Wednesday, 05 November 2025
Deadline for Contracting Authority to Issue Clarifications	Tuesday, 11 November 2025
Deadline for Submission of Offers	Monday, 17 November 2025, 16:00 (Cairo time)
Public Opening Session of Tenders – Admin	Tuesday, 18 November 2025, 14:00 (Cairo time)
Public Opening Session – Technical/Financial	It will be communicated following the admission phase
Publication of Award Notice	Wednesday, 17 December 2025 (indicative)
Contract Signing Deadline	Monday, 26 January 2026 (indicative)

¹ International Chamber of Commerce – Incoterms® 2020



1. TENDER DOCUMENTS AND APPLICABLE REGULATIONS

The tender documentation includes:

A) Tender Notice/Tender Rules:

ANNEX 1 - APPLICATION TO PARTICIPATE

ANNEX 2 - SINGLE PROCUREMENT DOCUMENT

ANNEX 3 – GENERAL TECHNICAL FORM

ANNEX 3.1 – TOF – LOT 1

ANNEX 3.2 – TOF – LOT 2

ANNEX 3.3 – TOF – LOT 3

ANNEX 3.4 – TOF – LOT 4

ANNEX 3.5 – TOF – LOT 5

ANNEX 3.6 – TOF – LOT 6

ANNEX 3.7 – TOF – LOT 7

ANNEX 3.8 – TOF – LOT 8

ANNEX 3.9 – TOF – LOT 9

ANNEX 4 - FINANCIAL OFFER

ANNEX 5 - TECHNICAL EVALUATION GRID/ Checklist

B) TECHNICAL SPECIFICATIONS:

B.1 TS – LOT 1

B.2 TS – LOT 2

B.3 TS – LOT 3

B.4 TS – LOT 4

B.5 TS – LOT 5

B.6 TS – LOT 6

B.7 TS – LOT 7

B.8 TS – LOT 8

B.9 TS – LOT 9

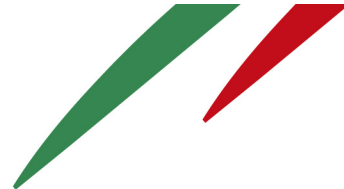
C) DRAFT CONTRACT

D) INTEGRITY PACT

E) PRIVACY NOTICE

The tender documents are freely accessible on the official website of the Contracting Authority, in the "Transparent Administration" section, at the following link:

https://aics.portaleamministrazionetrasparente.it/archivio105_procedure-dal-01012024_0_131850_566_1.html



The contractor selection procedure is governed by the Decree of the Ministry of Foreign Affairs and International Cooperation (“MAECI Decree”) 2 November 2017, n. 192 and its subsequent amendments, Legislative Decree 31 March 2023, n. 36 (“Codice dei contratti pubblici”) in conformity with the provisions of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement.

This tender procedure is governed by Italian Law No. 125/2014, Legislative Decree No. 36/2023 (Italian Public Contracts Code), and Ministerial Decree No. 192/2017 (Procurement by Italian Foreign Offices). The provisions of EU Directive 2014/24/EU shall also apply where relevant.

The Contract shall be governed by Italian law.

2. CLARIFICATIONS

Any requests for clarification regarding this procedure must be submitted in writing by email no later than 10 days prior to the deadline for the submission of tenders, in accordance with the procedures set out in Article 88 of Legislative Decree No. 36/2023 to the below email address:

robbikitender@aics.gov.it

Requests for clarification and the corresponding responses shall be drafted in English.

Responses to clarification requests submitted in due time shall be provided in electronic format at least 6 days prior to the deadline for the submission of tenders, through publication in anonymous form on the institutional website at the following link:

https://aics.portaleamministrazionetrasparente.it/archivio105_procedure-dal-01012024_0_131850_566_1.html

Tenderers are invited to regularly check the institutional website.

No responses shall be provided to requests for clarification submitted by means other than those indicated above.

All clarifications, amendments and updates concerning this tender procedure will be published exclusively on the tender webpage. No individual replies will be sent by e-mail or other means.

Economic operators are therefore strongly encouraged to check the tender webpage regularly to stay informed of any new information, answer to clarifications or amendments.

As an indication, the Contracting Authority intends to publish answers to clarification on Mondays and Thursdays, and will provide responses on a regular and continuous basis up to 6 days before the submission deadline.

Online Information Session

To facilitate understanding of the tender requirements, the Contracting Authority will organize an online information session on 20 October 2025 at 13:00 (Egypt time).

Economic operators wishing to attend must register in advance by sending an email to robbikitender@aics.gov.it

indicating the name of their company and the names and email addresses of their representatives. A recording of the session will be published on the tender webpage.

3. COMMUNICATIONS

All communications and exchanges of information between the Contracting Authority and the economic operator concerning this procedure shall take place via the digital address provided by the operator in the Application Form.

For the Contracting Authority : robbikitender@aics.gov.it

In the case of temporary groupings, EEIGs (European Economic Interest Groupings), network aggregations or ordinary consortia, even if not yet formally established, the grouped, aggregated or consortium member economic operators shall elect a digital address at the premises of the lead partner/head entity for the purpose of receiving communications relating to this procedure.

4. SUBJECT-MATTER OF THE CONTRACT, CONTRACT AMOUNT AND DIVISION INTO LOTS

4.1. The subject of the contract is the supply, delivery, unloading, siting, installation, commissioning, testing, after-sales service and training of the following supplies.

The contract is divided into the following functional 9 lots, as described in the Technical Specifications:

- Lot 1: “Rotating Embossing Machine (for ironing, embossing, glazing)”;
- Lot 2: “Foil Transfer Machine”;
- Lot 3: “Overhead Conveyor-Floor scale SS”;
- Lot 4 “Video Inspection Table”;
- Lot 5: “Laboratory Coating Head”;
- Lot 6: “Laboratory Sample and Data Management System”;
- Lot 7: “Miscellaneous equipment for the Physical Laboratory, including 28 different items and sets of tools”;
- Lot 8: “Miscellaneous equipment for the Chemical Laboratory, including 12 different items and sets of tools”;
- Lot 9: “Miscellaneous equipment for the Maintenance Centre, including 11 different items and sets of tools”.

Technical training services (to be provided after installation and commissioning) are required for all Lots.

The supplies covered by the contract must be delivered with the **consumable materials necessary for their operation over a period of two years.**

The Contractor shall ensure that spare/replacement parts and consumable materials remain available for at least **five years** following the positive outcome of the preliminary conformity verification.

The Contractor shall guarantee that the goods supplied comply with the Technical Specifications, are free from material and manufacturing defects, and are suitable for their intended use. To this end, the Contractor undertakes to warrant the goods for a period of **twelve (12) months** starting from the date of the preliminary positive conformity verification.

During such period, the Contractor shall, at its own cost and responsibility, repair and/or replace any defective goods or parts, at no charge to the Client and without prejudice to any additional rights or remedies available to the Client under applicable law or contract. It is understood that any warranty interventions shall not interrupt or suspend the warranty period, unless otherwise mandatorily provided by applicable law.

Without prejudice to warranty obligations, following the positive outcome of the preliminary conformity verification, the Contractor undertakes to provide a paid technical assistance service, delivered either directly by the manufacturer or, alternatively, by a registered and authorised entity based in Egypt, in the event of malfunctions and/or breakdowns of the supplied goods or for technical support activities aimed at their optimal use, for a period of five years.

4.2. The relationship between the Contracting authority and the successful Economic Operator of each lot shall be governed by a contract in accordance with the Draft Contract attached hereto.

The total contract value, net of indirect taxes, includes all costs related to the performance of the supply and remunerates all services; under no circumstances shall the Contracting Authority bear any additional charges or reimbursement of expenses incurred in connection with the execution of the supply, including shipping/transport costs, installation, testing and training.

The Contractor shall also be responsible, at its own cost, risk and care, for unloading, installation, and commissioning of the goods at the site indicated by the Contracting Authority, as well as for the technical training of the personnel identified by the same. All such services shall be deemed to be included in the contractual price.

Delivery shall be made under **DDP (Delivered Duty Paid, Incoterms® 2020)** conditions. Delivery shall take place at the premises of the Egyptian Ministry of Industry, Leather Tanning Technology Centre (LTTC) Robbiki Leather City, Cairo, Egypt. The Egyptian Ministry of Industry is the recipient and beneficiary of the supplies and will assume ownership thereof upon completion of delivery and installation.

The supply under this contract shall be delivered **under customs and tax exemption** regime.

The Italian Republic and the Arab Republic of Egypt have agreed, under the Framework Agreement concluded on 17 January 2010 and the Agreement of 2 November 2020 concerning the ‘Robbiki Leather Centre’ programme, to allow full exemption from the following taxes and customs duties. The Contractor undertakes to prepare and submit all documentation required to obtain recognition of the exemption, cooperating with the Contracting Authority for the fulfilment and management of the relevant formalities.

The Contracting Authority, for its part, shall provide the Contractor with the information necessary for such purposes, in agreement with the Ministry of Industry of Egypt.

5. DURATION

All services covered by the contract, including supply, installation, commissioning and technical training, shall be completed by the date specified for each Lot in the Technical Specifications Document and in any case no later than **six (6) months** from the date of the Contract commencement report.

6. ELIGIBLE PARTICIPANTS – INDIVIDUAL AND JOINT PARTICIPATION – CONDITIONS FOR PARTICIPATION

Economic operators may participate in this tender procedure either individually or jointly, provided that they meet the required qualifications as set out in the following Articles.

Pursuant to Article 9 of the MAECI Regulation, the following may participate in this procedure:

- economic operators established in the European Union;
- economic operators referred to in Article 25 of Directive 2014/24/EU;
- economic operators who hold the qualifications and authorisations required under local law to perform the services covered by this tender.

It is prohibited for economic operator to participate in the procedure:

- in more than one temporary grouping of companies (RTI), ordinary consortium, or network aggregation of companies adhering to a network contract (hereinafter, “network aggregation”);
- both individually and as a member of a temporary grouping or ordinary consortium of companies;
- both individually and as a member of a network aggregation.

Network companies not participating in the procedure may submit a tender for the same procurement procedure either individually or jointly.

Economic operator submitting a bid for a specific lot shall be excluded if the Contracting Authority determines the existence of serious indications suggesting that the tenders submitted by different economic operators originate from a single decision-making centre, due to agreements made with other tenderers participating in the same procedure.

In the event of such determination, the Contracting Authority shall notify the economic operators concerned, who may, within 10 days, provide evidence that the situation has not affected the tender procedure nor is capable of undermining their ability to fulfil the contractual obligations.

Economic operators, whether participating individually or as part of a consortium, may submit an offer for one lot, for several lots, or for all lots.

7. GENERAL REQUIREMENTS AND OTHER GROUNDS FOR EXCLUSION

7.1 Tenderers must meet, under penalty of exclusion, the general requirements set forth in Articles 94 and 95 of Legislative Decree No. 36/2023, as well as those provided under local regulations.

The presence of automatic exclusion grounds under Article 94 of Legislative Decree No. 36/2023 entails the automatic exclusion of the tenderer. The presence of non-automatic exclusion grounds under Article 95 of Legislative Decree No. 36/2023 must be assessed by the Contracting Authority through an adversarial procedure with the economic operator.

In the case of participation by grouped entities, **all members of the grouping must individually meet the general requirements.**

7.2 An economic operator falling within one of the situations referred to in Articles 94 and 95 of Legislative Decree No. 36/2023 — with the exception of definitively or non-definitively assessed tax and social security irregularities — may provide evidence of having adopted adequate remedial measures (“self-cleaning”) demonstrating its reliability.

Adequate measures include, but are not limited to:

- compensation or commitment to compensate for any damage caused by the offence or misconduct;
- comprehensive clarification of the facts and circumstances, including active cooperation with investigative authorities;
- adoption of concrete technical, organisational or personnel-related measures appropriate to prevent further offences or misconduct.

If the adopted measures are deemed adequate and timely, the economic operator shall not be excluded. If such measures are considered insufficient or untimely, the Contracting Authority shall inform the operator of the reasons for such assessment.

Where a temporary grouping or consortium has removed or replaced a member/operator affected by an exclusion ground under Articles 94 and 95 of Legislative Decree No. 36/2023, the remedial measures taken by the excluded member shall be assessed for the purpose of determining its exclusion.

8. SPECIAL REQUIREMENTS AND MEANS OF PROOF

Economic operators must meet, under penalty of exclusion, the requirements set below in the following paragraphs:

8.1. PROFESSIONAL SUITABILITY REQUIREMENTS

a) **Registration in the Register of Companies** or in the Register of Craft Enterprises for activities consistent with the subject of this procurement procedure.

For economic operators from other EU Member States not established in Italy: registration in one of the professional or commercial registers of Member States listed in Annex II.11 of Legislative Decree No. 36/2023.

For economic operators not established in a Member State of the European Union (so-called "non-EU operators"): equivalent documentation certifying the performance, in the country of establishment, of an economic activity relevant to the subject-matter of the contract, issued by the competent authority of the country of origin or provenance, accompanied by a sworn translation into English.

8.2. ECONOMIC AND FINANCIAL CAPACITY REQUIREMENTS

a) **Overall turnover** achieved in the **best three of the last five financial years** preceding the year of publication of this call for tenders, **equal to at least the estimated value of the lot(s)** for which the operator intends to tender.

Proof of this requirement shall be provided by means of one of the following documents:

- for limited liability companies established in Italy: financial statements, or extracts thereof, approved by the deadline for the submission of tenders, together with the explanatory notes.
- for sole proprietorships or partnerships established in Italy: a copy of the "Modello Unico" tax return or VAT declaration.
- for operators established in Italy: a declaration pursuant to and for the purposes of Article 47 of Presidential Decree No. 445/2000 issued by the person or body responsible for the company's financial control, where applicable (Board of Statutory Auditors, statutory auditor or auditing firm), certifying the amount of turnover declared in the tender.
- for operators established in another EU Member State: documentation drawn up in accordance with the legislation of the country of establishment, equivalent to that indicated above,

certifying the total turnover for each relevant financial year, and, if required under national legislation, accompanied by a declaration from the control or audit body. The documentation must be submitted in the original language, accompanied by a sworn English translation.

- for economic operators not established in an EU Member State (so-called "non-EU operators"): equivalent documentation issued by the competent authorities of the country of origin or establishment, certifying fulfilment of the requirement, accompanied by a sworn English translation.

8.3. TECHNICAL AND PROFESSIONAL CAPACITY REQUIREMENTS

a) Execution, **within the last ten years of at least two contracts similar in nature and of a minimum amount equal to the value of the lot being tendered**, even if concluded with private clients. **At least one of the contracts must have involved the delivery of supplies in a foreign country**, i.e. other than the one in which the tenderer is established.

In particular:

- for Lots **1 to 5 and 9**: for the purposes of proving technical and professional capacity, similar services shall be understood as supplies of **industrial machinery and/or other equipment used in leather processing**, carried out within the last Ten years. These include, by way of example and not limitation, plants, machines, equipment and instruments for leather processing operations, as well as for research, development and testing activities applied to the leather sector.
- for Lots **6, 7 and 8**: similar services shall be understood as supplies, within the last Ten years of equipment, instruments or systems intended **for scientific, technical or industrial laboratories in the leather sector**, provided they qualify as technical or scientific equipment for physical, chemical or similar analyses, measurements, testing or experimentation.

Proof of such requirement may be provided through one or more of the following documents, relating to services or supplies similar to those subject to this procedure:

- certificates issued by contracting public administrations or entities, indicating the subject-matter, amount and performance period of the contract.
- copies of contracts signed with public administrations, accompanied by paid invoices or bank documentation proving payment.
- certifications issued by private clients, indicating the subject-matter, amount and performance period.
- copies of contracts signed with private clients, accompanied by paid invoices or bank documentation proving payment.

For operators established in another EU Member State, documentation must be submitted in accordance with the applicable national legislation, provided that it can prove the required experience in an equivalent manner, and, if applicable, accompanied by a certificate from the contracting entity or another appropriate statement, translated into English with sworn translation.

For operators not established in a Member State of the European Union (so-called "non-EU operators"), the documentation must comply with the legislation of the country of establishment and consist of certifications or sworn statements (or equivalent) issued by third parties (public or private), or any other suitable documentation, accompanied by a sworn English translation.

8.4. INDICATIONS ON SPECIAL REQUIREMENTS FOR TEMPORARY GROUPINGS, ORDINARY CONSORTIA, NETWORK AGGREGATIONS, EEIGs

Entities participating in this procedure in a joint form must meet the special requirements as specified below.

Professional Suitability Requirements

The requirement under point 8.1 must be met:

- by each member of the temporary grouping/consortium/EEIG, including if not yet established, as well as by the EEIG itself;
- by each member of the network aggregation and by the common body, where it has legal personality.

Economic and Financial Capacity Requirements

The turnover requirement under point 8.2 must be satisfied by the temporary grouping as a whole.

Technical and Professional Capacity Requirements

The requirement concerning similar contracts under point 8.3 must be fulfilled by the grouping as a whole.

The Contracting Authority shall verify compliance with the special requirements by making a direct request to the Economic Operator.

9. RELIANCE ON THIRD-PARTY CAPACITY (AVVALIMENTO)

The economic operator may rely on the economic and/or technical resources, human resources and equipment made available by one or more auxiliary economic operators in order to demonstrate possession of the special requirements referred to in sections 8.2 and 8.3.

The reliance agreement must specify the human and instrumental resources that the auxiliary undertakes to provide to the tenderer and must indicate whether the reliance is intended to satisfy a participation requirement, to improve the content of the offer, or both.

Where the reliance is intended to improve the offer, it is not permitted for both the auxiliary and the relying operator to participate in the same tender, under penalty of exclusion of both.

The tenderer and the auxiliary are jointly liable towards the Contracting Authority in relation to the performance of the contract.

Reliance may not be used to meet general requirements or the requirements under section 8.1.

The auxiliary shall:

- meet the general requirements and declare them by submitting its own Application Form, duly filled out in the relevant sections;
- possess and declare the special requirements that are subject to reliance, using its own Application Form, duly filled out in the relevant sections;

- undertake, both towards the relying tenderer and the Contracting Authority, to provide the resources subject to reliance (whether required for participation or for evaluation) for the entire duration of the contract.

The tenderer shall attach to the Application Form:

- the reliance agreement;
- the auxiliary's declarations.

The failure to submit the auxiliary's declarations may be remedied through the “incomplete documentation remedy” procedure (so-called *soccorso istruttorio*).

The failure to submit the reliance agreement may also be remedied through the *soccorso istruttorio* procedure, provided that the agreement was entered into before the deadline for submission of the offer and this can be proven by a date certain.

The failure to indicate the resources made available by the auxiliary shall not be remediable and renders the reliance agreement null and void.

If the auxiliary is subject to exclusion grounds or fails to meet the special requirements, the tenderer shall replace the auxiliary within 10 days from receipt of the Contracting Authority's request and shall submit the required reliance documentation.

The tenderer may nominate another auxiliary within the same 10-day deadline, under penalty of exclusion from the procedure. Such replacement shall only be permitted where it does not result in a substantial modification of the offer. Failure to comply with the deadline shall result in exclusion.

10. PROHIBITION OF CONTRACT TRANSFER AND SUBCONTRACTING

The economic operator is prohibited from transferring, in whole or in part, the contract concluded.

In case of subcontracting, the main contractor shall assume full responsibility towards the foreign office for the entire contract.

The economic operator shall indicate the services it intends to subcontract. In the absence of such indication, subcontracting shall be prohibited.

The subcontractor shall possess the requirements laid down in the tender notice in relation to the performance subject to subcontracting.

The contractor shall expressly accept to replace subcontractors in respect of whom grounds for exclusion arise.

The successful tenderer and the subcontractor shall be jointly liable towards the Contracting Authority for the performance of the subcontracted services.

11. BID GUARANTEE

The offer for each lot shall be accompanied, under penalty of exclusion, by a bid guarantee equal to 2% of the value of the individual lot for which the tenderer is participating.

If participating in multiple lots, the economic operator may alternatively:

- submit separate and independent bid guarantees for each lot in which it intends to participate; or
- submit a single guarantee covering the total sum of the required guarantees for all lots concerned.

The guarantee must expressly indicate the individual lots covered and the respective amounts for each.

The bid guarantee shall be provided, in the form of guarantee:

- The guarantee may be issued by:
 - banking or insurance institutions, or
 - financial intermediaries meeting the solvency requirements established by the legislation governing their respective activities.

The guarantee must:

- a) explicitly mention the subject-matter of the contract and the beneficiary (Contracting Authority);
- b) be issued in favour of all economic operators forming the existing or proposed temporary grouping, ordinary consortium or EEIG, or in the case of network aggregations, in favour of all participating network companies, or, in the case of stable consortia, in favour of the consortium only;
- c) have a validity of at least **180 days** from the deadline for submission of the tender;
- d) expressly provide for:
 - 1. waiver of the benefit of prior enforcement of the principal debtor;
 - 2. activation of the guarantee within fifteen (15) days upon simple written request from the Contracting Authority.

In the event of an extension of the validity of the offer and of the bid guarantee, the tenderer may submit, in the same form as above, a new bid guarantee issued by the same or another guarantor, in replacement of the previous one, provided that it takes effect from the date of submission of the tender.

The failure to submit the bid guarantee may be remedied through the *incomplete documentation remedy* (soccorso istruttorio) procedure, only if the guarantee was already established before the offer submission deadline.

The bid guarantee shall be deemed inadmissible – and shall result in exclusion – if it is signed by a person not authorised to issue the guarantee or not authorised to bind the guarantor.

The bid guarantee shall be forfeited if the contract is not signed due to a reason attributable to the successful tenderer.

12. SUBMISSION OF THE OFFER

The offer and all documentation required for participation in this procedure must be submitted exclusively in accordance with the methods set out in these Tender Rules.

Offers and documents submitted in a manner different from that prescribed shall be deemed invalid and shall result in exclusion from the procedure.

All documents and declarations must be duly signed, under penalty of exclusion, by the legal representative of the economic operator or by a person holding a special power of attorney expressly authorising participation in tender procedures.

If the documents are signed by a special attorney-in-fact, a certified copy of the valid power of attorney or mandate must be attached, evidencing the signatory's authority.

The declarant(s) must also attach a photocopy of a valid identity document. If the same person signs multiple declarations, a single copy of the identity document shall suffice.

Substitute declarations required for participation in this procedure must be made as follows:

- for tenderers established in Italy: pursuant to Articles 46 and 47 of Presidential Decree No. 445/2000;
- for tenderers established in another EU Member State: according to equivalent provisions under the national legislation applicable in the State of establishment;
- for tenderers established in Non Eu-countries: according to the legislation of the country of origin, provided the provisions are equivalent, and in any case accompanied by a sworn English translation if drafted in a language other than English.

The inclusion of price elements in the administrative or technical envelopes shall result in exclusion from the procedure.

Multiple, conditional, late, alternative or increasing-price offers compared to the contract base amount shall also be excluded.

The offer must be received no later than 16:00 (Cairo time) on 17 November 2025, under penalty of inadmissibility. The date and time of receipt of the offer shall be determined based on the official registration timestamp affixed by the Office designated for the receipt of the envelopes, as indicated below. The responsibility for timely transmission of the complete documentation rests solely with the tenderer. Tenderers are therefore strongly encouraged to initiate submission activities well in advance to ensure timely and complete transmission.

The offer must be submitted, under penalty of exclusion, in a single sealed envelope, **for each lot the tenderer intends to participate in**, countersigned on the sealing flaps, containing three separate sealed envelopes, each bearing the name of the economic operator and the indication of contents, as follows:

- **ENVELOPE A – Administrative Documentation**
- **ENVELOPE B – Technical Offer**
- **ENVELOPE C – Financial Offer**

The economic operator may submit subsequent offers replacing the previous one, or withdraw the submitted offer, during the time window between the opening and closing dates/times of the submission phase.

Only the last offer submitted shall be considered by the Contracting Authority.

It is further specified that:

- the offer is binding upon the tenderer;
- by submitting the offer, the tenderer accepts the entire tender documentation, including annexes and clarifications.

Tenderers participating in an associated form (e.g. temporary grouping/consortium, either established or yet to be established) must indicate such form and identify the participating or consortium member economic operators in the offer.

All documentation must be submitted **in English**.

In the event of absence, incompleteness or irregularities in the translation of the administrative documentation, the incomplete documentation remedy procedure (so-called *soccorso istruttorio*) shall apply.

The offer shall bind the tenderer **for 180 days** from the deadline for submission.

If, upon expiry of the offer validity period, the procurement operations are still ongoing, tenderers shall be required to confirm the validity of their offer until the newly indicated date and to submit a specific document attesting the continued validity of the bid guarantee until the same date. Failure to respond to the Contracting Authority's request within the specified time or otherwise in good time to allow the continuation of the procedure shall be deemed as a waiver of participation.

Up to the date of the opening of the offers, the economic operator may request to correct a material error in the technical or financial offer, which was discovered after the submission deadline. To this end, a request must be submitted to exercise this right. Following the request, the Contracting Authority shall communicate the procedures and timeframes for identifying and correcting the material error. The correction shall be carried out in compliance with the confidentiality of the offer and shall not entail submission of a new offer or any substantial modification thereof. If the correction is deemed inadmissible due to being substantial, the offer may be declared inadmissible.

Offers must be delivered to the Contracting Authority by the deadline indicated in the Timetable.

They must contain all the documentation specified in these Tender Rules and be sent to the following address:

Italian Agency for Development Cooperation – AICS, Cairo Office

Project Management Unit (PMU)

Technical Assistance for the implementation of the relocation project "Robbiki Leather City" (TAI-RLC)

1081 Corniche El Nile, 4th floor

Postal Code 11562 Garden City – Cairo – Egypt

Tel: +202-27920873/4

To the attention of Dr. Ashraf Samuel, Project Director

If the offers are **delivered by hand**, they must be delivered to the same address indicated above, during working hours: **Sunday to Thursday from 9:00 a.m. to 5:00 p.m.**

The offers must meet the following requirements:

- all offers must be submitted in one original, marked “original”, and three signed copies, marked “copy”;
- tenderers are encouraged, for environmental reasons, to use double-sided printing where possible and to prefer biodegradable materials for binders and separators.

Offers may be submitted:

a) **by post or courier service**; or

b) **by hand delivery to the Contracting Authority’s premises**, either by the tenderer or by a designated agent, in which case proof shall be the signed receipt issued.

In any case, for the purpose of verifying compliance with the submission deadline, only the date and time of receipt at the premises of the Contracting Authority, as recorded by its official registration stamp, shall be deemed valid.

The postmark or the deposit receipt shall only serve as evidence of dispatch, but shall not be considered sufficient to prove compliance with the submission deadline

For the purpose of verifying compliance with the submission deadline, only the timestamp affixed by the Contracting Authority upon receipt of the envelope shall be considered valid.

All offers, including attachments and supporting documents, must be submitted in a sealed envelope bearing exclusively:

a) the address indicated above;

b) the reference code of the present procurement procedure (**i.e. CIG**);

c) the number of the lot(s) covered by the offer;

d) the wording “Do not open before the tender opening session”, in the language of the tender documents;

e) the name of the tenderer.

Both technical and financial offers must be enclosed in sealed envelopes. These envelopes must then be enclosed in another sealed envelope/package, unless volume constraints require a separate submission for each lot.

12.1 CONTENTS OF ENVELOPE A – ADMINISTRATIVE DOCUMENTATION

The following documents must be included in Envelope A, under penalty of exclusion:

- **ANNEX 1 – APPLICATION FORM** attached to these Tender Rules: the tenderer must specify the legal form under which it is participating in the procedure. In the case of participation as a temporary grouping of companies (RTI) or as an ordinary consortium, the tenderer shall provide identifying details (company name, tax code, registered office), the role of each member (lead partner/member, head company/consortium member), the type of grouping, and the percentage share or portion of the service to be performed by each entity.

If a stable consortium fails to specify for which member(s) it is participating, it shall be deemed to be participating in its own name and on its own behalf. In the case of an RTI or consortium not yet formally established: the collective mandate or a commitment to grant a mandate in the event of contract award.

The Application Form must be signed:

- in the case of an established RTI or ordinary consortium: by the lead partner;
 - in the case of an RTI or ordinary consortium not yet established: by all entities that will form the grouping or consortium;
 - in the case of a stable consortium: by the consortium itself.
- **Substitute declarations** regarding the fulfilment of requirements, completed using – **ANNEX 2 - SINGLE PROCUREMENT DOCUMENT** attached to these Tender Rules.

The declaration must be submitted:

- (i) in the case of RTIs, ordinary consortia, or EEIGs: by all economic operators participating jointly;
 - (ii) in the case of network aggregations: by each network company if the entire network is participating, or by the common body and the designated network members;
 - (iii) in the case of cooperative consortia, artisan consortia or stable consortia: by the consortium and by the consortium members on whose behalf the consortium is participating.
- Document evidencing the establishment of the **bid guarantee**.
 - The Tender Rules, duly signed for full and unconditional acceptance of all terms and conditions contained therein, pursuant to Article 1341 of the Italian Civil Code.
 - If applicable, the **reliance agreement (avvalimento)** and supporting documentation as per section 9 above.
 - **PRIVACY NOTICE**, duly signed, using the model in **Annex D**.
 - **INTEGRITY PACT**, duly signed, using the model in **Annex E**.
 - Copy of the identity document of the signatory.

12.2 CONTENTS OF ENVELOPE B – TECHNICAL OFFER

The following documents must be included in Envelope B, under penalty of exclusion. They must be duly signed by the economic operator:

- **ANNEX 3 – GENERAL TECHNICAL OFFER FORM**, duly completed and signed;
- **ANNEX 3.X – TECHNICAL OFFER FORM** relating to the Lot offered to be completed with the information required therein, including the list of consumable included in the financial offer and, for information purposes, the list of spare/replacement parts which do not form part of the financial offer;
- **Technical data sheet and/or product brochure**, expressly indicating the elements necessary and essential for identifying the technical requirements of the products specified in the Technical Specifications Document, including a description of the technical, functional and operational features of the products offered, and identification of the manufacturer;
- **Valid CE certification** for each product, either in original or as a certified true copy, specifying the classification of the device and the notified body that issued the certification; in the event of the CE mark having expired and a renewal procedure being underway, a statement by the manufacturer/authorised representative providing the reference details of the renewal request and undertaking to subsequently provide the renewed CE certificate once issued;
- **Technical Specifications Document relating to the Lot offered**, duly signed on each page, hereby accepted in their entirety, including all technical specifications and conditions contained therein.

The Technical Offer must be signed:

- (i) by all the undertakings forming part of the grouping/consortium, in the event of a (RTI) or ordinary consortium not yet formally established at the time of submission of the tender;
- (ii) by the lead undertaking (*mandataria*) or by the ordinary consortium, in the event of a (RTI) or ordinary consortium formally established prior to the submission of the tender;
- (iii) by the consortium, in the case of the consortia referred to under letters b) and c) of Article 45 of Codice dei Contratti Pubblici.

Upon award, the Contracting Authority reserves the right to request additional documentation and/or conduct appropriate verifications on the self-declarations submitted with the offer.

It is specified that **no score shall be assigned to the technical offer**, as the contract shall be awarded based on the **lowest price criterion**. Nevertheless, the technical offer shall be evaluated solely for compliance with the Technical Specifications Document, in accordance with the **Technical Specifications for each Lot**.

12.3 CONTENTS OF ENVELOPE C – FINANCIAL OFFER

Envelope C must contain the following documents:

- the **Financial Offer Form**, completed in accordance with **Annex 4**, which must indicate the unit prices and the total amount of the offer, net of VAT and inclusive of all charges and expenses related to the full execution of the supply and services under contract;
- the total amount must be indicated both in numbers and in words, **in euro**, and must not exceed the base amount of the relevant lot;
- the form must be duly signed by the legal representative or by a duly authorised person.

In the event of a discrepancy between the amount indicated in numbers and that expressed in words, the latter shall prevail.

The Financial Offer must be signed:

- (i) by all the undertakings forming part of the grouping/consortium, in the event of a (RTI) or ordinary consortium not yet formally established at the time of submission of the tender;
- (ii) by the lead undertaking (*mandataria*) or by the ordinary consortium, in the event of a (RTI) or ordinary consortium formally established prior to the submission of the tender;
- (iii) by the consortium, in the case of the consortia referred to under letters b) and c) of Article 45 of Codice dei Contratti Pubblici.

13. INCOMPLETE DOCUMENTATION REMEDY (SOCCORSO ISTRUTTORIO)

In accordance with the procedures set out in Article 101 of Legislative Decree No. 36/2023, deficiencies in the documentation submitted with the application for participation may be remedied through the incomplete documentation remedy (soccorso istruttorio). This procedure does not apply to documentation forming part of the technical or financial offer.

The same procedure may be used to correct any omission, inaccuracy or irregularity in the application for participation or in any other document required for participation in the tender procedure, with the exception of documents comprising the technical and financial offer.

Omissions, inaccuracies or irregularities that render the identity of the tenderer completely uncertain cannot be remedied.

By way of example, it is clarified that:

- failure to meet the required participation requirements cannot be remedied through soccorso istruttorio and shall result in exclusion from the tender procedure;
- the omission, incompleteness or irregularity in the submission of declarations regarding the possession of participation requirements, and any other omission, incompleteness or irregularity in the application, may be remedied, except in the case of false declarations;

- failure to submit the reliance agreement (avvalimento), the bid guarantee, the collective special mandate or the commitment to confer such mandate may be remedied only if such documents already existed and can be proven to bear a date certain prior to the offer submission deadline;
- failure to sign the application for participation, the required declarations and the offer is remediable;

however, the failure to indicate the methods by which the operator intends to ensure compliance with the conditions of participation and contract performance in the event of award is not remediable.

For the purposes of soccorso istruttorio, the tenderer shall be granted a period of 7 (seven) days to submit, supplement or regularise the required declarations, specifying their content and the persons responsible for issuing them.

Failure to comply within the deadline shall result in exclusion from the procedure.

If the tenderer submits declarations or documents that are not entirely consistent with the request, the Contracting Authority may request further clarifications or specifications, strictly limited to the documentation submitted during the soccorso istruttorio phase, setting a deadline for compliance, under penalty of exclusion.

The Contracting Authority may at any time request clarifications regarding the content of the technical offer, the financial offer and any of their annexes.

The economic operator must respond within 7 (seven) days.

The clarifications provided by the economic operator may not alter the content of the offer.

14. CONTRACT AWARD CRITERION

The contract shall be awarded based on **the lowest price criterion**.

The contract shall be awarded for each lot based on the total price offered for the required supplies and services, excluding the evaluation of any information-only elements, such as the spare/replacement parts, as indicated in the Technical Offer.

Partial offers within a single lot are not permitted. Economic operator can submit an offer for one or more lot.

In the event of a tie between two or more offers, the award shall be made by public drawing of lots.

15. VERIFICATION OF REQUIREMENTS AND EXCLUSION GROUNDS

The Contracting Authority shall verify the possession of the requirements declared at the time of tender submission and the documentation provided, as well as in accordance with the provisions of the MAECI Regulation.

Given the nature of the foreign procedure, the verification may also be carried out through alternative documentary checks if databases are not accessible.

For the purpose of the contract award, the Contracting Authority shall verify the possession of the general requirements declared by the economic operators by acquiring supporting documentation directly.

To this end, the successful tenderer (or the next ranked tenderer in case of replacement) shall provide, within the deadline indicated by the Contracting Authority, the following documentation, accompanied by a sworn English translation if the original is in a language other than English:

- Criminal record certificates and pending charges certificates for the relevant individuals;
- Tax and social security compliance certificates;
- Self-declarations pursuant to Presidential Decree No. 445/2000, or equivalent documents under the laws of the country of establishment.

The Contracting Authority reserves the right to verify the truthfulness of the submitted declarations, including through direct requests to the competent national or foreign authorities.

The following offers shall be excluded:

- offers submitted by entities subject to the exclusion grounds referred to in Article 7 above;
- offers that are incomplete or non-compliant with the tender documentation;
- offers containing conditions or reservations;
- offers not compliant with the essential requirements of the technical specifications;
- offers submitted after the deadline.

16. CONDUCT OF THE PROCUREMENT PROCEDURE

Admission phase: in a public session, the Sole Person Responsible for the Procedure (RUP) shall verify the integrity of the packages received and open them, attesting their contents. In the same session, the RUP shall verify the integrity of **Envelope A – Administrative Documentation** and open it, attesting the completeness of its contents. In a closed session, the RUP shall examine the documentation submitted and may, where necessary, request clarifications or supplementary information, including through the “soccorsso istruttorio”, granting an appropriate deadline. At the end of this phase, the RUP shall issue an admission decision, with or without reservations, signed by the Director of the competent office, containing the list of operators who have submitted the required documentation. The decision shall also specify the date and venue for the opening of **Envelope B – Technical Offer**. The decision shall be published on the Contracting Authority’s institutional website and formally notified to all participants.

Conformity Technical evaluation phase: in a public session, the RUP shall open **Envelope B – Technical Offer**, attesting the completeness of its contents. In a closed session, the RUP, assisted where appropriate by a supporting office, shall carry out the evaluation of the technical offers for compliance with the Technical Specifications for each Lot (Annex B). Offers that do not meet the minimum requirements shall be declared inadmissible. Clarifications or explanations may be requested regarding technical aspects, provided they do not entail any modification of the offer.

At the end of this phase, the RUP shall issue a decision, signed by the Director of the competent office, admitting to the next stage all operators who have submitted a compliant technical offer. The

decision shall also specify the date and venue for the opening of **Envelope C – Financial Offer**. The decision shall be published on the Contracting Authority's institutional website and formally notified to all participants.

Opening of financial offers: in a public session, the RUP shall open **Envelope C – Financial Offer**, attesting its contents and reading aloud the offered prices. A provisional ranking shall then be drawn up, listing offers in ascending order: from the lowest price (provisional awardee) to the highest. In this session, the possible activation of the procedure for verifying the abnormality of the first-ranked offer shall be assessed; such verification shall take place, in adversarial proceedings with the economic operator, in a closed session.

Award phase: Once any verifications of abnormal offers have been completed, the RUP shall propose to the Contracting Authority the award of the lot to the tenderer who submitted the lowest non-abnormal financial offer. The final award decision shall be adopted only after the successful verification of all requirements declared by the awarded operator.

The public session of the tender will be held at:

Italian Agency for Development Cooperation – AICS, Cairo Office

Technical Assistance for the implementation of the relocation project "Robbiki Leather City" (TAI-RLC)

1081 Corniche El Nile, 4th floor

Postal Code 11562 Garden City – Cairo – Egypt and via videoconference on the date/time mentioned in the timetable.

Legal representatives of the tenderers (or delegated persons) may attend.

The minutes of the sessions shall be made available to the tenderers upon request or published on the Contracting Authority's website.

17. VERIFICATION OF ABNORMALLY LOW TENDERS

Where the price offered by the first-ranked tenderer is lower than four-fifths of the contract base amount, or where the offer appears abnormally low based on specific elements, the Sole Person Responsible for the Procedure (RUP), also with the assistance of the supporting office, shall assess the offer's reliability, seriousness, feasibility and sustainability. Should the offer be found abnormal, the same assessment shall be extended to subsequent abnormally low offers, until the most advantageous non-abnormal offer is identified.

The RUP shall request the tenderer to provide explanations, specifying, where necessary, the specific components of the offer deemed abnormal. A deadline of no more than fifteen (15) days from receipt of the request shall be assigned.

After examining the explanations submitted by the tenderer, if deemed insufficient to exclude the abnormality, the RUP may request additional clarifications, including through an oral hearing, setting a final deadline for response.

The RUP shall exclude offers that, based on the explanations provided, are found to be overall unreliable.

No justification shall be accepted with respect to non-derogable minimum wage levels in the country where the contract is to be performed.

Where an abnormally low offer is identified, the RUP shall notify the tenderer concerned and request the relevant justifications, which, once received, shall be assessed in a closed session by the RUP, possibly assisted by the support office.

Should the offer be found to be abnormal, the economic operator shall be excluded and the award shall be made in favour of the second-ranked tenderer, whose offer shall, where applicable, be subject to a verification of its congruity.

All activities carried out in each session shall be recorded in specific minutes. The RUP shall initial each tender envelope and every page of the tender documentation.

18. VERIFICATION AND PROOF OF REQUIREMENTS

The RUP, possibly with the assistance of the support office, shall verify, with respect to the tenderer that submitted the best offer, compliance with the requirements declared during the tender, and, where applicable, initiate the incomplete documentation remedy procedure referred to in Article 13 above. Any exclusion decisions shall be communicated within five days of adoption. Without prejudice to the above, the Contracting Authority may, at any time during the procedure, request tenderers to submit any complementary documents, in whole or in part, where necessary to ensure the proper conduct of the procedure.

19. CONTRACT AWARD AND CONTRACT SIGNING

The award proposal shall be made in favour of the tenderer who submitted the Lowest compliant offer. Should no offer be found suitable or appropriate in relation to the subject-matter of the contract, the Contracting Authority may decide not to proceed with the award.

The contract shall not be awarded to a tenderer whose offer fails to comply with environmental, social and labour obligations established by EU and national legislation of Arabian Republic of Egypt, collective agreements, or international provisions listed in Annex X of Directive 2014/24/EU.

The award shall be granted following the successful verification of compliance with the requirements set in these Tender Rules and shall be immediately effective.

In the event of negative outcome of such verifications, the Contracting Authority shall exclude the tenderer and forfeit the bid guarantee. The ranking shall then be recalculated and the verification

procedure repeated accordingly. If further negative outcomes occur, the procedure shall continue as described above, progressing through the ranking.

The contract shall not be signed before the lapse of **35 days** from the date of the last notification of the award decision.

The successful tenderer's bid guarantee shall **be automatically released upon signing** of the contract.

The contract is subject to the provision of a **performance guarantee equal to 10% of the contract value**, under the same terms as the bid guarantee. The performance guarantee shall be forfeited in the event of fraud or breach attributable to the contractor.

The performance guarantee shall be **progressively released** in proportion to the progress of contract performance, **up to a maximum of 80% of the guaranteed amount**. The remaining portion shall be **released upon the positive outcome of the final conformity verification at end of the warranty period**.

Should the contract not be signed within the deadline set by the Contracting Authority due to reasons attributable to the successful tenderer, the latter shall forfeit the award.

The contractor shall notify the Contracting Authority, prior to the commencement of the relevant activities, of any sub-contracts that do not qualify as subcontracting, including the amount, subject-matter and name of the sub-contractor.

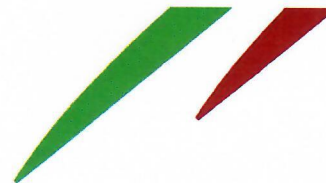
The contract shall be signed by means of digital signature. Where digital signature is not possible for both parties, the Head of the Local Office shall sign the contract in two hard copies, one of which shall be retained in the registry of the Local Office and the other delivered to the contractor.

The contract shall bear a unique internal reference number, registered in the contract register.

All contractual expenses and taxes – including any registration fees, where applicable – shall be borne by the successful tenderer.

Following the signing of the contract, an **advance payment equal to up to 20%** of the contract amount shall be paid.

Advance payments shall be guaranteed for the entire amount paid in advance plus an additional 10%.



20. TRACEABILITY OF FINANCIAL FLOWS

The Contractor shall notify the Contracting Authority of the following:

- details of the dedicated bank or postal accounts, specifying the project/service/supply they are intended for;
- the personal details and tax codes of the individuals authorised to operate the accounts;
- any changes to the above data.

Notification must be provided within seven (7) days of account opening or, for existing accounts, of their first use in financial transactions relating to a public procurement contract.

In the case of legal persons, such notification shall be signed by the legal representative or by an authorised proxy holder.

The contractor, subcontractors and sub-suppliers shall be required to use the CIG (tender identification code) and a dedicated bank account for all payments relating to the performance of the contract.

21. PERSONAL DATA PROTECTION

The Client guarantees the protection of personal data provided by the Economic Operator, in accordance with the applicable Italian legislation on the protection of natural persons with regard to the processing of personal data, as outlined in the Privacy Notice (Annex D).

By signing the Privacy Notice, the Economic Operator consents to the processing of the aforementioned personal data by the Client, including the verifications provided for in paragraph 19 above.

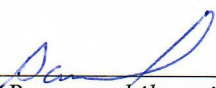
22. FINAL PROVISIONS

All communications between the Contracting Authority and the economic operators shall be carried out by certified email (PEC) or, in its absence, by ordinary email at the address indicated by the tenderer during participation.

Any disputes relating to the procurement procedure shall fall under the jurisdiction of the Italian courts, in particular the Regional Administrative Court (TAR) for Lazio – Rome

Le controversie relative alla procedura saranno devolute alla giurisdizione del giudice italiano e, in particolare, al Tribunale Amministrativo Regionale per il Lazio – Roma.

02/10/2025



firma del Responsabile unico del procedimento