

Project title: “Strengthening clinical centres for the diagnosis and treatment of congenital haemorrhagic diseases and haemoglobinopathies in Palestine”

Project code: AID 011719

Donor: AICS – Italian Agency for Development Cooperation

Contracting Authority: Fondazione Giovanni Paolo II - ETS (John Paul II Foundation)

Tender reference N.: JPIIF 002 2025 11719

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: JPIIF 002 2025 11719

By submitting a tender, tenderers fully and unreservedly accept the main, special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>).

1. Supplies to be provided

1.1 The subject of the contract is:

the supply and delivery of the following ready-to-use Reagents (all with CE mark):

1. Factor VIII deficit (OTXW) (300 Vials)
2. Factor IX deficit (OTXy) (90 Vials)
3. Standard plasma (120 Vials)
4. Citrol No I – Vial (300 Vials)
5. Citrol No II – Vial (300 Vials)
6. Calcium chloride solution (15 Vials)
7. CA - CLEAN I (5 Bottles)
8. CA - CLAEN II (5 Bottles)
9. Reaction tube (Box x 100) (5 Boxes x 100)
10. Reagent cup (450 pieces)
11. Imidazole buffer solution (3 Bottles)
12. Thrombin time (30 Vials)
13. vWF antigen (150 Vials)
14. vWF RICOF (150 Vials)
15. FX (15 Vials)
16. FII (15 Vials)

17. FV (15 Vials)
18. FVII (25 Vials)
19. FXI (10 Vials)
20. FXIII activity (10 Vials)
21. Factor VIII deficit (OTXW) (225 Vials = 75 x 3 centres)
22. Factor IX deficit (OTXy) (45 Vials = 15 x 3 centres)
23. Fibrinogen determination Reagent (45 Vials = 15 x 3 centres)
24. Standard plasma (225 Vials = 75 x 3 centres)
25. Control plasma (225 Vials = 75 x 3 centres)
26. Citrol No I (900 Vials = 300 x 3 centres)
27. Citrol No II (900 Vials = 300 x 3 centres)
28. Actin FS (APTT Reagent) (180 Vials = 60 x 3 centres)
29. PT Reagent (45 Bottles = 15 x 3 centres)
30. Calcium chloride solution (45 Vials = 15 x 3 centres)
31. CA - CLEAN I (9 Bottles = 3 x 3 centres)
32. CA - CLEAN II (9 Bottles = 3 x 3 centres)
33. Reaction tube - 100 Box (9 Boxes x 100)
34. Reagent cup (900 pieces = 300 x 3 centres)
35. Imidazole buffer solution (9 Bottles = 3 x 3 centres)
36. Thrombine time (45 Vials = 15 x 3 centres)
37. vWF antigen (108 Vials = 36 x 3 centres)
38. vWF RICO (108 Vials = 36 x 3 centres)

The tenderers may submit only one tender for these items as a whole

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annexes) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2 Timetable

	DATE	TIME**
Deadline for requesting clarifications from the contracting authority	08/08/2025	11.59 AM
Last date on which clarifications are issued by the contracting authority	11 days before deadline for submission of tenders	-
Deadline for submission of tenders	29/08/2025	11.59 AM
Tender opening session	September 2025	
Notification of award to the successful tenderer	September 2025	-
Signature of the contract	September 2025	-

* Provisional date

****The time zone of the country of the contracting authority.**

3. Participation

3.1. The eligibility requirements detailed in the Contract Notice, apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4.1 (EU restrictive measures¹), 2.4.2.1 (exclusion criteria) or 2.4.2.2(rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.4.2.1 of the practical guide tenderers may also be excluded from EU financed procedures and/or be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour² that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.4. Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

4 Origin

4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in SEPA area, in the USA, Canada, Japan, Palestine or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in

¹ Please note that the EU Official Journal contains the official list of entities subject to restrictive measures and, in case of conflict, it prevails over the list of the [EU Sanctions Map](#).

² See PRAG Section 2.4.2.3.(1)

particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5. Type of contract

The supply contract that will be signed between the Contracting Authority and the successful tenderer will be unit-price based.

6. Currency

Tenders must be presented in USD.

7 Lots

This tender procedure is not divided into lots

8 Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.4.2.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9 Language of tenders

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10. Submission of tenders

10.1 Tenders must be handily submitted to the contracting authority before the deadline specified in the paragraph 10.3 of this document. They must include all the documents specified in point 11 of these Instructions and be delivered to the following address:

John Paul II Foundation office, Bethlehem, Hebron-Jerusalem Street, P.O Box 24

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original copy.

10.3 All tenders must be submitted to the attention of Tamara Fatouleh to John Paul II Foundation office in Bethlehem, Hebron-Jerusalem Street, P.O Box 24 before the deadline **29/08/2025, 11.59 AM.**

By hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure, JPIIF 02 2025 11719;
- c) the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
- d) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package.

11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical

The technical offer should be presented as per template (Annex II+III) adding separate sheets for details if necessary.

Part 2: Financial offer:

- A financial offer calculated on a DDP basis for the supplies tendered

This financial offer should be presented as per template (Annex IV), adding separate sheets for details if necessary. All amounts are to be quoted excluding taxes. VAT, if applicable, is to be mentioned separately.

Part 3: Documentation:

To be supplied using the templates attached:

- The "**Tender form for a supply contract**", together with the "**Declaration on honour on exclusion criteria and selection criteria**" properly filled and signed,
- The Tender Identification Form
- The Financial offer
- The technical specifications

To be supplied in free-text format:

- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).

To be supplied in a copy of original format:

- Official declaration from the local Ministry of Finance and Taxes for “Deduction at source” allowing the tenderer to request VAT exemption for invoices, valid at the moment of submission and renewable upon request by the contracting authority.

Remarks:

Tenderers are requested to follow this order of presentation.

Performance guarantee only to be submitted after signature of the contract

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

The Palestinian Ministry of Finance has agreed to allow full exemption from the VAT tax regarding the expenses of the project AID 11719, therefore the supply contract will be signed based on a VAT exempted price.

13. Additional information before the deadline for submission of tenders

Any request for additional information must be made in writing at t.fatouleh@johnpaul2.me 21 days before the deadline for submission of tenders. The contracting authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on John Paul II Foundation website at the latest 11 days before the deadline for submission of tenders. The website will be updated regularly and it is the tenderer's responsibility to check for updates and modifications during the submission period.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority and/or AICS during the tender period may be excluded from the tender procedure.

14. Clarification meeting / site visit

14.1 No clarification meeting / site visit planned.

15. Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18. Joint venture or consortium

Joint-venture or consortium is not allowed.

19. Opening of tenders

19.1 The purpose of the on-line opening session is to check whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.

19.2 The tenders will be opened on September 2025 at John Paul II Foundation office in Bethlehem, Hebron-Jerusalem Street, P.O Box 24 by the appointed committee. The committee will draw up minutes of the meeting, which will be available on request.

19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, and such other information as the contracting authority may consider appropriate may be announced.

19.4 After the opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier, as for the Administrative grid (see the fac simile here attached). A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant as for the Evaluation grid.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
- where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account;
- where there is a discrepancy between the vat exempted price and the vat included price, the vat exempted price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

21. Notification of award

The contracting authority will inform both the successful and the unsuccessful tenderers simultaneously and individually of the award decision by means of a letter.

22. Signature of the contract and performance guarantee

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the documentary proof or statements required under the law of the country in which the company is effectively established, to show that it is not in any

of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

For contracts with a value of less than EUR 300 000, the contracting authority may, depending on its assessment of the risks, decide not to require proofs for selection criteria.

22.2 Upon request of the contracting authority, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the additional information about the contract notice. The documentary proofs required are listed in Section 2.6.11. of the Practical guide on Contract Procedures (https://wikis.ec.europa.eu/spaces/ExactExternalWiki/pages/152798613/2.+Basic+rules#id-2.Basicrules-#_Toc2.6.11.).

The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.

22.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

The documentary evidence of the selection criteria in the additional information about the contract notice does not need to be submitted but in this case no pre-financing will be granted unless a financial guarantee of an equivalent amount is provided.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

22.4 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

22.5 Within 7 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

22.6 If it fails to sign and return the contract and any financial guarantee required within 7 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

22.7 The performance guarantee referred to in the general conditions is set at 10% mentioned in the additional information about the contract notice of the amount of the contract and must be presented in the form of bank guarantee. It will be released within 60 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service. 23. .

23. Tender guarantee

No tender guarantee is required.

24. Ethics, values and code of conduct

24.1 Absence of conflict of interest and of professional conflicting interest

The tenderer must not be affected by any professional conflicting interest nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any unduly influence or attempt to unduly influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating comparing tenders, any attempt to obtain confidential information or entering into unlawful agreements with competitors will lead to the rejection of its tender and may result in exclusion from future award procedures and/or financial penalties according to the Financial Regulation in force.

24.2 Respect for human rights and EU values as well as environmental legislation and core labour standards

The tenderer must respect environmental legislation and core labour standards: participants that are awarded the contract must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must commit to and ensure the respect of basic EU values, the tenderer and its personnel must comply with basic EU values such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities. The tenderer and its personnel must comply with applicable data protection rules and environmental legislation. In particular, tenderers who have been awarded the contract must also comply with multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must comply with EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

Zero tolerance for sexual exploitation, abuse and harassment:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be excluded from future award procedures.

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.
- The Contracting Authority reserves the right to cancel or terminate the tender procedure at any stage and under any circumstances, without obligation to compensate or reimburse any costs incurred by the tenderers.

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

27. Data Protection

The Contracting Authority guarantees the protection of personal data provided by the Tenderer pursuant to Italian laws in force.

By submitting the tender, the Tenderer shall consent to the treatment of personal data by the Contracting Authority, and authorizes the Contracting Authority to make any investigation with the competent local authorities on the truthfulness of the declarations made and on the requirements possession.

28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, natural or legal person that assumes unlimited liability for the debts, natural or legal person who is essential for the award or the implementation of the legal commitment, beneficial owner or any affiliate of the tender, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

For more information, you may consult the privacy statement available on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm