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UNIVERSITY OF NAPLES FEDERICO II



DEPARTMENT OF PUBLIC HEALTH

OPEN PROCEDURE SPECIFICATIONS

Procedure with application of the criterion of the most economically advantageous offer identified on the basis of the best quality/price ratio, pursuant to Articles 71 and 108 paragraph 1 of Legislative Decree no. 36/2023 as amended and supplemented concerning "Supply of integrated IT services for the rapid detection of multi-drug resistant microorganisms and for the intelligent management and control of antibiotic resistance" - CIG B009215E9D - CUP E69I22001200006;

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DISCIPLINARY of the open tender procedure with application of the criterion of the most economically advantageous offer identified on the basis of the best quality/price ratio, pursuant to Articles 71 and 108 paragraph 1 of Legislative Decree no. 36/2023 as amended and supplemented concerning the "Provision of integrated IT services for the rapid detection of multidrug-resistant microorganisms and for the intelligent management and control of antibiotic resistance

1. FOREWORD

By contracting decision no. 1 of 12.01.2024, the Department of Public Health of the University of Naples "Federico II" resolved to call for an open procedure with application of the criterion of the most economically advantageous offer identified on the basis of the best value for money, pursuant to arts. 71 and 108 paragraph 1 of Legislative Decree no. 36/2023 as amended and supplemented concerning the "Provision of integrated IT services for the rapid detection of multidrug-resistant microorganisms and for the intelligent management and control of antibiotic resistance".

For the purposes of Article 14 of the Code, the base amount of the tender is € 122,950.82 plus VAT, safety charges from interfering risks equal to zero.

This procedure is part of the activities of the RaDAR project - 'Rapid Detection and control system for Antimicrobial Resistance' (Grant Agreement No. 101036228), and is aimed at tendering for a Public Procurement for Innovative Solutions (PPI) to procure an IT-based solution to address the urgent European need for a rapid detection and effective control system for antimicrobial resistance (AMR) infections. PPI is a procurement process in which public authorities act as customers for the launch of innovative goods and services that are not yet available on a large-scale commercial basis, through the implementation of a cross-border collaborative procurement. The RaDAR project involved the joint identification of needs by a cross-border group of four contracting authorities from France, Spain and Italy, supported by the clinical and technical experts of the project consortium. During the market consultation phase, potential suppliers were consulted to verify the readiness of the market to provide answers to the specific needs of the RaDAR project. Finally, the co-ordinated preparation of the individual tenders in the local contexts was carried out, with the joint definition of the technical specifications of the required solution and use cases, ensuring that each contracting authority purchased according to the needs of the local context and according to national laws.

The object of this procedure is the awarding of innovative IT services, at the Department of Public Health of the University of Naples 'Federico II', for the rapid detection of multidrug-resistant microorganisms and for the intelligent management and control of antibiotic resistance in patients admitted to certain wards of the AOU Federico II.

The integrated IT solution consists of:

- Intelligent system for the management of antibiotic-resistant patients;
- Positions for the rapid identification of specific micro-organisms at the patient's bedside;
- Integration with the computer systems in use at the AOU Federico II.

The **Single Project Manager**, pursuant to Article 15 of the Code, is Prof. Maddalena Illario, pec maddalena.illario@personalepec.unina.it .

NUTS code ITF33;

CUP: E69I22001200006;

CUI: S00876220633202300014;

CIG: B009215E9D

1.2 THE SYSTEM

This procedure will take place through the use of a telematic system (hereinafter also referred to as the "System" for brevity), in compliance with Articles 40 and 50, still in force, of Legislative Decree 50/2016.

The System is operated in compliance with the legislation in force and, in particular, with EU Regulation no. 910/2014 (hereinafter referred to as the eIDAS Regulation - Electronic IDentification Authentication and Signature), with Legislative Decree no. 82/2005 (Digital Administration Code), with the Code and its implementing acts, in particular Prime Ministerial Decree no. 148/2021, and with the AGID Guidelines. The University of Naples Federico II (hereinafter, for the sake of brevity, the Administration) will make use of this System in M.e.P.A. mode. Below are the rules useful to competitors for the purposes of using the platform for participation in this tender. The use of the System implies the tacit and unconditional acceptance of all the terms, conditions of use and warnings contained in the tender documents, in the aforementioned document as well as all that is brought to the attention of users through communications on the System. The use of the System is carried out in compliance with the principles of self-responsibility and professional diligence, in accordance with Article 1176, paragraph 2, of the Civil Code and is governed, among others, by the following principles - equal treatment among economic operators; - transparency and traceability of operations; - standardisation of documents; - conduct in accordance with good faith, pursuant to Article 1375 of the Civil Code; - conduct in accordance with fairness, pursuant to Article 1175 of the Civil Code; - secrecy of bids and their unchangeability once the deadline for submitting the application has expired; - gratuitousness. No consideration is due by the economic operator and/or the successful tenderer for the mere use of the System. The Contracting Authority accepts no liability for the loss of documents and data, damage to files and documents, delays in the entry of data, documents and/or in the submission of the application, malfunctions, damages, prejudice caused to the economic operator, by - malfunctioning of the equipment and connection systems and programs used by the individual economic operator to connect to the System; - use of the System by the economic operator in a manner that does not comply with the Specifications and with the provisions of the document entitled "Rules of the e-procurement system of the public administration". In the event of the failure of the System or its malfunctioning, not due to the aforementioned circumstances, which prevents the correct submission of tenders, in order to ensure maximum participation, the contracting authority may order the suspension of the deadline for the submission of tenders for a period of time necessary to restore the normal operation of the System and its extension for a duration proportionate to the duration of the failure or malfunctioning, taking into account the seriousness of the failure or malfunction, or, where appropriate, it may decide to continue the tender procedure by another means, giving timely notice at all the Internet addresses available in the tender notice, in the section where the tender documents are accessible, and by any other means deemed appropriate. The contracting authority reserves the right to act in this way even when, excluding negligence on the part of the economic operator, it is not possible to ascertain the cause of the failure or malfunction. The System guarantees the integrity of the data, the confidentiality of the tenders and requests to participate. The System is implemented in a manner and with technical solutions that prevent changes from being made to the final documents, system records and other computer and telematic representations of the acts and operations performed within the procedures, on the basis of existing and available technology. The activities and operations performed within the System are recorded and attributed to the economic operator and are full evidence against the users of the System. These system records are of a confidential nature and shall not be disclosed to third parties, unless ordered to do so by a judge or in the event of a legitimate request for access to the records, pursuant to Law No. 241/1990. The activities and operations performed within the System are understood to be performed at the time and on the day resulting from the system records. The operating system of the System is synchronised on the national time scale referred to in Decree No. 591 of the Minister of Industry, Trade and Crafts of 30 November 1993, by means of the NTP protocol or a higher standard. The use and operation of the System shall take place in compliance with the document "Rules of the e-

procurement system of the public administration" which forms an integral part of these specifications. The purchase, installation and configuration of the hardware, the software, the digital signature certificates, the PEC box or, in any case, a qualified certified electronic delivery service address, as well as the connections for access to the Internet network, are the sole responsibility of the economic operator. The System is normally accessible 24 hours a day, seven days a week. Access to the System may, however, be slowed down, hindered or prevented due to scheduled maintenance work on the System or technical problems, which will, where possible, be notified to users with suitable advance notice. Access to and use of the System and participation in the procedure imply the unconditional acceptance of all the terms, conditions of use and warnings contained in these Tender Rules, in the annexes thereto (including in particular the Rules of the Public Administration eProcurement System), and the instructions on the site, as well as of what is brought to the knowledge of users through publication on the site www.acquistinretepa.it or communications through the System. In the event of violation of the Rules such as to result in the cancellation of the economic operator's registration, the economic operator shall not be able to participate in this procedure. By registering and submitting their bids, bidders shall indemnify and hold harmless the MEF, Consip S.p.A. and the System Operator, indemnifying them against any prejudice, damage, cost and charge of any kind, including any legal expenses, that may be suffered by the latter and/or by third parties as a result of violations of the rules contained in these Tender Rules and their annexes, of incorrect or improper use of the System or from violation of the regulations in force. In the event of the above violations, of legal or regulatory provisions and of irregularities in the use of the System by bidders, in addition to the other parts of these Tender Rules, the MEF, Consip S.p.A. and the System Operator, each within their respective spheres of competence, reserve the right to take action for compensation for any direct and indirect damages, financial and image damages that they may have suffered.

TECHNICAL EQUIPMENT

For the purposes of participating in this procedure, each economic operator must equip itself, at its own care, expense and responsibility with the technical and IT equipment in conformity with those indicated in these specifications and in the document Rules of the e-Procurement system, which governs the operation and use of the Platform.

In any case, it is indispensable:

- have at least one personal computer complying with up-to-date market standards, with an Internet connection and equipped with a common browser suitable for operating the Platform properly;
- have a public system for digital identity management (SPID) pursuant to Article 64 of Legislative Decree No 82 of 7 March 2005 or other means of electronic identification for cross-border mutual recognition pursuant to the eIDAS Regulation;
- have a digital domicile listed in the indexes referred to in Articles 6-bis and 6-ter of Legislative Decree No. 82 of 7 March 2005 or, in the case of a cross-border economic operator, a qualified certified electronic delivery service address in accordance with the eIDAS Regulation;
- have a valid digital signature certificate issued by the legal representative of the economic operator (or a person with appropriate signature powers):
 - a body included in the public list of certifiers held by the Agenzia per l'Italia Digitale (provided for in Article 29 of Legislative Decree No. 82/05);
 - a certifier operating on the basis of a licence or authorisation issued by a Member State of the European Union and meeting the requirements of Regulation No. 910/14;
 - a certifier established in a non-EU state when one of the following conditions is met:
 - a) the certifier meets the requirements of Regulation No. 910/14 and is qualified in a member state;
 - b) the qualified certificate is guaranteed by a certifier established in the European Union that meets the requirements of Regulation No. 910/14;

c) the qualified certificate, or the certifier, is recognised under a bilateral or multilateral agreement between the European Union and third countries or international organisations.

IDENTIFICATION

In order to be able to submit a bid, it is necessary to log in to the System after registration.

Registration must necessarily be carried out by an individual economic operator, regardless of the intention to participate in the procedure in associated form: this intention may be realised at the tender submission stage and not at the registration stage. Registration with the System must be requested - necessarily - by at least one person with the necessary powers to request Registration and bind the economic operator. At the end of the Registration, a userid and a password (hereinafter also referred to as "account") are issued to the person who requested it. The account is strictly personal and confidential and is used as an IT identification tool pursuant to Legislative Decree no. 82/2005. The account holder is bound to operate in compliance with the principles of fairness and good faith, so as not to cause prejudice to the System, to the subjects operating therein and, in general, to third parties, in accordance with the provisions of art. 13 of the Rules of the e-Procurement system. The account created during registration is necessary, without prejudice to what is specified below, for the purposes of identification for any subsequent access to the telematic phases of the procedure. In order to be able to participate in the tender, the user must associate himself with the VAT/other identification number of the economic operator on whose behalf he intends to operate. The economic operator, by registering and, in any case, by submitting the bid, acknowledges as valid and acknowledges without any contestation whatsoever what has been implemented within the System by the account attributable to the economic operator itself; any action concerning the account within the System will therefore be understood to be directly and incontrovertibly attributable to the registered economic operator.

Access to the System is free of charge and is allowed following online identification of the registered economic operator. Identification may take place alternatively or jointly: 1) through the public system for managing the digital identity of citizens and businesses (SPID), or through the other means of electronic identification for cross-border mutual recognition in accordance with the eIDAS Regulation; 2) through the account issued during registration; 3) through one or more of the following digital identification methods: electronic identity card (CIE) referred to in Article 66 of Legislative Decree No. 82 of 7 March 2005 or National Services Card (CNS) referred to in Article 66 of the same Legislative Decree. 82 of 7 March 2005 or the National Services Card (CNS) referred to in Article 66 of the same legislative decree.

Once the identification procedure has been completed, each identified economic operator is assigned a profile to be used in the tender procedure. Any requests for IT assistance should be made by contacting the dedicated Call Centre at the contact details given on www.acquistinretepa.it.

SYSTEM OPERATOR

Notwithstanding the fact that, for this procedure, the University of Naples Federico II is the contracting authority and the Contracting Authority, the latter shall avail itself, through Consip, of the technical support of the System Administrator (i.e. the entity indicated on the website www.acquistinretepa.it which was awarded the public tender for this purpose), which is also responsible for the technical management of the computer applications necessary for the operation of the System, assuming all responsibility in this regard. The System Administrator is responsible for monitoring the main operating parameters of the System itself, reporting any anomalies in the System. The System Manager is, in particular, responsible for the logical and application security of the System itself and holds the role of System Administrator pursuant to the regulations governing the matter. The same is also responsible for the adoption of all the measures established by Legislative Decree No. 196/2003 on the protection of personal data. The offer for this procedure must be submitted exclusively through the System, and therefore electronically by sending electronic documents signed with a digital signature, where expressly

provided for.

2. TENDER DOCUMENTS, CLARIFICATIONS AND COMMUNICATIONS.

2.1 TENDER DOCUMENTS

The tender documents include:

1) Technical documentation:

- Technical specifications;
- Economic framework;
- Special Tender Specifications;
- Economic offer outline;

2) Administrative documents:

- Tender Rules;
- Invitation to Tender;
- DGUE;
- Annexes A1), A2), A3), A4), D);
- Rules of the Public Administration e-Procurement System;
- Memorandum of understanding for legality and the prevention of attempts of criminal infiltration into the legal economy (hereinafter: Protocol of Legality), stipulated between the Prefecture of Naples, the Metropolitan City of Naples, the Chamber of Commerce of Naples and the Municipalities of the Metropolitan Area of Naples, to which the University adhered on 10/12/2021, following resolution of the Board of Directors no. 34 of 27.10.2021;
- Codes of Conduct for Civil Servants;
- The University Code of Conduct contained in the current Integrated Plan of Activities and Organisation of the University - P.I.A.O. [appendix 2.3.D], approved by Resolution of the Board of Directors no. 132 of 28/03/2023 and available on the University website www.unina.it;
- The University's corruption prevention rules contained in the current Integrated Plan of Activities and Organisation of the University - P.I.A.O. [and in particular in Appendix 2.3.E CONTR], approved by Resolution of the Board of Directors no. 132 of 28/03/2023 and available on the University website www.unina.it;

The tender documents are published on the www.acquistinretepa.it system and on the University website at the following link https://www.unina.it/ateneo/gare/sottosoglia#p_p_id_101_INSTANCE_5abSt6lAgDMq . Should one or more of the above-mentioned documents not be correctly displayed, interested parties may send an immediate report to the Head of the Public Relations Office, via pec to the address: urp@pec.unina.it.

In order to read the digitally signed documents, it is necessary to have the appropriate software for digital signature verification, issued by one of the certifiers registered in the List referred to in Article 29 of Legislative Decree 82/2005 and available at www.agid.gov.it.

The electronic version of the documentation in PDF/Word/Excel format, not digitally signed, is available on the above-mentioned links. In case of discrepancy between the two electronic versions, the digitally signed version will prevail.

2.2 CLARIFICATIONS

It is possible to obtain clarifications on this procedure by submitting written questions within the deadline set out in the Letter of Invitation, exclusively electronically through the section of the System reserved for requests for clarifications, after registration to the system itself. Answers to the questions will be provided by the Project Manager.

Requests for clarification must be made exclusively in Italian.

Pursuant to Article 88, paragraph 3 of the Code, replies to all requests submitted in good time will be provided at least six days before the deadline for the submission of offers, by means of anonymous publication on the M.e.P.A. platform and on the University website .

Telephone clarifications are not permitted.

2.3 COMMUNICATIONS

Pursuant to Article 52 of Legislative Decree No. 50/2016, by submitting the bid, the economic operator automatically elects domicile in the "Communication Area" reserved for it for the purpose of receiving all communications pertaining to this procedure. The economic operator also elects domicile at the registered office and the certified email address it indicates when submitting the OFFER.

In the event of unavailability of the System, and in any event in all cases in which the Administration deems it appropriate, the Administration shall send communications relating to this procedure by certified e-mail, to the address indicated by the tenderer

For the same purposes, in the case of RTI or ordinary consortium of competitors, each company forming part of the RTI or consortium automatically elects domicile in the area of the System reserved for it when submitting its bid.

In the case of temporary groupings, EEIGs, aggregations of network enterprises or ordinary consortia, even if not yet formally constituted, the notice delivered to the agent/principal shall be deemed validly delivered to all the economic operators grouped, aggregated or consortia.

In the case of consortia referred to in Article 65 (2) (b), (c), (d) and (f) of the Code, the communication delivered to the consortium shall be deemed validly delivered to all the consortium members.

In the case of availment, the notice delivered to the tenderer is deemed validly delivered to all auxiliary economic operators.

3. SUBJECT AND AMOUNT

The contract is for the provision of innovative IT services for the rapid detection of multidrug-resistant microorganisms and for the intelligent management and control of antibiotic resistance.

The basic tender amount, net of VAT, with zero safety charges is as follows:

n.	Description of services	CPV	P (main) S (secondary)	Amount
1	Provision of innovative IT services for the rapid detection of multidrug-resistant microorganisms and for the intelligent management and control of antibiotic resistance	85100000-0	P	122.950,82
Total tender amount				122.950,82

The contract amount is covered by the funding granted within the framework of the RaDAR Project - "Rapid Detection and control system for Antimicrobial Resistance" (Grant Agreement no. 101036228) (project 000018--BANDI_UE-2022-M-TRIASSI_001_001 GRANT AGREEMENT NUMBER 101036228 - PROGETTO RADAR_ Prof. Illario of the single annual authorising University budget for the financial year 2024).

4. CONTRACT DURATION, OPTIONS AND RENEWALS

4.1 DURATION

The supply object of this procedure shall last for at least 18 months, starting from the signing of the contract or from the minutes of the service start-up pursuant to Art. 17, para. 8 and 50, para. 6 of Legislative Decree No. 36/2023. The performance of the contract shall include a three (3) phase monitoring process. Please refer to the Specifications for details.

4.2 OPTIONS AND RENEWALS

There are no options or renewals.

5. ELIGIBLE ENTITIES IN INDIVIDUAL AND ASSOCIATED FORM AND CONDITIONS FOR PARTICIPATION

Economic operators, including those established in other Member States, may participate in this tender on an individual or associated basis, in accordance with the provisions of Article 65 of the Code, provided that they meet the requirements laid down in the following articles.

The provisions of Articles 67 and 68 of the Code apply to entities formed in associated form.

It is forbidden for tenderers to participate in the tender in more than one temporary grouping or ordinary consortium of competitors or aggregation of enterprises which are members of the network contract (hereinafter referred to as the 'network enterprise aggregation').

It is forbidden for a competitor participating in the tender as a group or ordinary consortium of competitors to participate also as an individual.

Tenderers participating in the tender in a network enterprise aggregation are also **prohibited from participating as** individuals. Network enterprises not participating in the tender may submit a bid for the same tender in individual or associated form.

The consortia referred to in Art. 65, para. 2 of the Code are obliged to indicate, when submitting their bids, for which consortia the consortium is competing; the consortia designated by the consortium for the execution of the contract may not, in turn, cascade to another party for execution, unless the designated consortia member is, in turn, a consortium referred to in Art. 65, co. 2 obliged by law to indicate, in the tender, the consortium members for which it is competing; the latter are **prohibited from** participating in this tender in any other form. In the event of violation, both the consortium and the consortium member shall be excluded from the tender; in the event of non-compliance with this prohibition, Article 353 of the Penal Code shall apply.

The aggregations between companies adhering to the network contract referred to in Article 65(2)(g) of the Code shall comply with the rules laid down for temporary groupings of companies in so far as they are compatible. In particular:

- a) **in the event that the network is endowed with a common body with power of representation and legal subjectivity (so-called network - subject),** the aggregation of network enterprises participates by means of the common body, which will assume the role of the mandatary, if it meets the relevant requirements. The common body may also indicate only some of the network enterprises for participation in the tender, but it must necessarily be part of them;
- b) **in the event that the network is equipped with a common body with power of representation but**

without legal subjectivity (so-called network-contract), the aggregation of network enterprises participates by means of the common body, which will assume the role of the mandatary, if it possesses the requirements envisaged for the mandatary and if the network contract mandates it to submit an application to participate or a bid for certain types of tender procedures. The common body may also indicate only some of the network enterprises to take part in the tender, but it must be one of them;

c) **in the event that the network has a common body without power of representation or if the common body lacks the qualification requirements**, the network aggregation participates in the form of an established or constituting grouping, with full application of the relevant rules (see ANAC Determination No. 3 of 23 April 2013).

For all types of networks, joint participation in tenders must be identified in the network contract as one of the strategic goals included in the joint programme, while the duration of the network contract must be commensurate with the time required to perform the contract (see ANAC Determination No. 3 of 23 April 2013).

The role of principal/principal of a temporary grouping of undertakings may also be taken on by a consortium referred to in Article 65(2)(b), (c)(d) and (f) or by a sub-association, in the form of an RTI or an ordinary consortium set up or a network of undertakings.

To this end, if the network has a common body with power of representation (with or without legal subjectivity), that body will act as agent of the sub-association; if, on the other hand, the network has a common body without power of representation or no common body, the role of agent of the sub-association is conferred by the network companies participating in the tender, by means of a mandate pursuant to Article 68, paragraph 5 of the Code, giving evidence of the division of the participation shares.

Pursuant to Article 186-bis, subsection 6 of R.D. No. 267 of 16 March 1942, the company in an arrangement with creditors as a going concern may also participate in the RTI provided that it is not the lead company and that the other companies participating in the RTI are not subject to bankruptcy proceedings.

6. GENERAL REQUIREMENTS

On pain of exclusion, competitors must meet the general requirements laid down in the Code, as well as the additional requirements set out in this article.

The contracting authority verifies the fulfilment of the general requirements by accessing the economic operator's virtual file (hereinafter FVOE).

Economic operators for whom there are grounds for exclusion under Articles 94 and 95 of the Code are **excluded** from the tender.

However, economic operators who have entrusted tasks in breach of Article 53(16-ter) of Legislative Decree No. 165 of 2001 are **excluded**.

Economic operators having their head office, residence or domicile in countries included in the **so-called black lists pursuant to the** Decree of the Minister of Finance of 4 May 1999 and the Decree of the Minister of Economy and Finance of 21 November 2001 must, **under penalty of exclusion from the tender**, be in possession of a valid authorisation issued pursuant to the Minister of Economy and Finance's Ministerial Decree of 14 December 2010 (pursuant to Art. 37 of Law Decree No. 78 of 3 May 2010, converted into Law No. 122/2010) or an application for authorisation submitted pursuant to Art. 37 of Law Decree No. 78 of 3 May 2010, converted into Law No. 122/2010). Ministerial Decree of 14 December 2010 of the Ministry of Economy and Finance (pursuant to Article 37 of Law Decree No. 78 of 3 May 2010 converted into Law No. 122/2010) or the application for authorisation submitted pursuant to Article 1 paragraph 3 of Law Decree of 14 December 2010.

Failure to accept the clauses contained in the Protocol of Legality constitutes **grounds for exclusion** from the tender, pursuant to Article 1, paragraph 17 of Law No. 190 of 6 November 2012, or termination of the contract, as provided for in Article 3, paragraph 3 of Law No. 120 of 11 September 2020, converting Decree-Law No. 76 of 16 July 2020. It should be noted, in fact, that the contract is also governed by the provisions contained in the Protocol of Legality, to which the University acceded on 10.12.2021.

The clauses of this Protocol, with the clarifications formulated by this Administration, must be signed by the

company when concluding the contract or subcontract, under penalty of forfeiture of the award, and are as follows:

Clause 1): The undersigned company declares that it is aware of and accepts the express termination clause that provides for the immediate and automatic termination of the contract, or the revocation of the authorisation to subcontract or sub-subcontract, should the Prefecture, after the conclusion of the contract or subcontract, be notified of prohibitory information pursuant to Article 84 of Legislative Decree No. 159/2011, as amended and supplemented. A similar resolutive effect shall result from the ascertained existence of hypotheses of formal and/or substantial connection or agreements with other companies participating in the relevant competition procedures. If the contract is entered into pending the acquisition of the anti-mafia information, a penalty of 10% of the value of the contract or, if the same is not determined or determinable, a penalty equal to the value of the services rendered at the time will also be applied against the company subject to the subsequent prohibitory notice; the aforesaid penalties will be applied by means of automatic deduction, by the contracting station, of the relative amount from the sums due to the company in relation to the first useful payment. Should the Prefect issue an information notice pursuant to Article 1septies, Law Decree no. 629 of 6 September 1982, converted by Law no. 726 of 12 October 1982, the Contracting Authority reserves the right to assess, at its own discretion, the opportunity to exclude the company concerned by said information from the procedure and from any sub-contracts, as well as to proceed with the termination of any ongoing contracts.

Clause 2): The undersigned company undertakes to communicate to the contracting station the list and data of the companies involved in the contracting plan with regard to the sectors of activity referred to in Article 2 of the Protocol, as well as any variation that may subsequently have occurred for any reason.

Clause 3): The undersigned company undertakes to include in all subcontracts/sub-contracts the express termination clause for the case in which disqualification notices, i.e. rejection of registration on the so-called white list for the sectors of interest, are issued against the subcontractor/sub-contractor.

Clause 4): The undersigned company undertakes to inform the Prefect's Office without delay, and to notify the Contracting Authority, of any attempt at extortion, intimidation or criminal influence in any form whatsoever against the contractor, any members of the company structure, or their family members (requests for bribes, pressure to direct the hiring of personnel or the assignment of works, supplies, services or similar to specific companies, damage to or theft of personal property or on site, etc.). This is without prejudice to the obligation to report the same facts to the Judicial Authority, as per clause No. 5 below. The aforementioned fulfilment is essential for the performance of the contract, and its non-fulfilment shall give rise to the express termination of the contract itself pursuant to Article 1456 of the Italian Civil Code.

Clause 5): The undersigned company undertakes to report to the Judicial Authorities or Police Bodies any unlawful request for money, services or other benefits formulated to it prior to the tender and/or awarding of the contract or during the execution of works, also through its agents, representatives or employees, and in any case any unlawful interference in the awarding procedures or during the execution of works. The Contracting Authority and the Prefecture shall be informed of the report, as per clause no. 4 above. The above-mentioned fulfilment is essential for the performance of the contract, and any breach thereof shall result in the express termination of the contract, pursuant to Article 1456 of the Civil Code.

Clause 6): The undersigned Company undertakes to assume all burdens and expenses, at its own expense, arising from the agreements/protocols promoted and entered into by the Contracting Authority with the competent Bodies and/or organs in the field of safety and security, as well as crime suppression, aimed at the prior verification of the work execution programme with a view to the subsequent monitoring of all the work execution phases, the services to be performed and the subjects that will carry them out, as well as compliance with the obligations arising from such agreements.

Clause 7): The undersigned company undertakes to enforce compliance with this Protocol by subcontractors/sub-sub-contractors through the inclusion of contractual clauses of similar content to those set out in this contract.

Clause 8): The undersigned company undertakes to include in subcontracts/sub-contracts a clause making the acceptance and, therefore, the effectiveness of the assignment of receivables made to parties other than those indicated in Legislative Decree No. 50 of 18 April 2016, subject to the prior acquisition, by the Contracting Authority, in the manner set forth in Articles. 2 and 3 of this Memorandum, of the anti-mafia information pursuant to Articles 84 and 91 of Legislative Decree No. 159 of 6 September 2011, against the assignee and to reserve the right to refuse the assignments of credit made in favour of assignees for which the Prefecture

provides anti-mafia information of a prohibitory nature. Similar discipline must be provided for all persons, in whatever capacity involved in the execution of the works, who will enter into an assignment of receivables.

Clause 9): The undersigned Company undertakes to proceed with the secondment of labour, as governed by art. 30 of Legislative Decree no. 276 of 10 September 2003, only subject to the Contracting Authority's prior authorisation for the seconded workers to enter the building site; said authorisation shall be subject exclusively to the Contracting Authority's prior acquisition of the anti-mafia information pursuant to arts. 84 and 91 of Legislative Decree no. 159 of 6 September 2011, on the seconding company. Similar regulations must be envisaged for all those subjects, in whatever capacity involved in the execution of the works, who will avail themselves of the right to second labour.

Clause 10): The contractor undertakes to promptly notify the Prefecture and the Judicial Authority of any attempts at extortion that may have been made, in any way, against the contractor, its corporate bodies or company managers. The aforesaid fulfilment is essential for the execution of the contract and the relative non-fulfilment will result in the express termination of the contract, pursuant to Article 1456 of the Italian Civil Code, whenever a precautionary measure has been ordered against public administrators who have exercised functions relating to the stipulation and execution of the contract, or if they have been committed for trial for the crime envisaged by Article 317 of the Italian Criminal Code.

Clause 11): The undersigned company declares that it is aware of and accepts that the Contracting Authority undertakes to avail itself of the express termination clause pursuant to Article 1456 of the Italian Civil Code, whenever a precautionary measure has been ordered against the contractor or members of the company structure, or managers of the company, or if an indictment has been issued for any of the offences referred to in Arts. 317 of the Criminal Code, 318 of the Criminal Code, 319 of the Criminal Code, 319-bis of the Criminal Code, 319-ter of the Criminal Code, 319-quater of the Criminal Code, 320 of the Criminal Code, 321 of the Criminal Code, 322 of the Criminal Code, 322-bis of the Criminal Code, 346-bis of the Criminal Code, 353 of the Criminal Code and 353-bis of the Criminal Code.

Clause 12): The undersigned company declares to know and accept the express termination clause providing for the immediate and automatic termination of the contract or the revocation of the authorisation to subcontract or sub-sub-contract as well as the application of the administrative pecuniary sanctions provided for by Law 136/2010 and subsequent amendments in the event a financial movement (incoming or outgoing) is carried out without using the intermediaries and dedicated accounts referred to in Article 3 of the aforementioned Law. The undersigned company declares that it is aware of and accepts the obligation to make receipts and payments, relating to the contracts referred to in this Protocol, through dedicated accounts opened with an authorised intermediary by means of bank or postal transfer, or through other payment instruments suitable to allow the full traceability of the transactions, the non-use of which constitutes grounds for termination of the contract; in the event of breach of this obligation, without justified reason, a penalty shall be applied to the extent of 10% of the value of each individual financial movement to which the breach refers, with the amount automatically deducted from the sums due in relation to the first useful disbursement.

Clause 13): The undersigned company declares that it is aware of and accepts the express clause that provides for the immediate and automatic termination of the contract or the revocation of the authorisation of the contract or sub-contract in the event of serious and repeated non-fulfilment of the provisions on employment, hygiene and safety at work, also with regard to the appointment of the person responsible for safety and the protection of workers in contractual and trade union matters. To this end, the following are considered, in any case, as serious non-compliance: the violation of rules that has led to the seizure of the workplace, validated by the Judicial Authority; non-compliance with the prescriptions imposed by the inspection bodies; the employment of personnel of the individual company not recorded in the books or other compulsory documentation in an amount exceeding 15% of the total number of workers employed in the worksite or factory.

Clause 14): The undersigned company undertakes to promptly notify the Contracting Authority of any variation in the data indicated in their own Chamber of Commerce certificates and those of their subcontractors/sub-sub-subcontractors and, in particular, any variation occurring after the production of the certificate itself relating to the subjects referred to in Articles 85 and 91, paragraph 4, of Legislative Decree No. 159 of 6 September 2011 to be subjected to anti-mafia verification. In case of breach, the sanctions provided for in Article 14 of the Protocol shall apply.

Clause 15): The undersigned company undertakes to fully comply with all the provisions of the Memorandum

of Understanding for legality and the prevention of attempts of criminal infiltration into the legal economy undersigned between the Prefecture and the Contracting Authority and to be fully aware of, and accept, the sanctioning system provided for therein.

The contract is also governed by Article 19, paragraphs 4 and 5, of the Regulation implementing Regional Law no. 3 of 27 February 2007 concerning "Regulations governing public works, services and supplies in Campania Regulations governing public works, services and supplies in Campania" aimed at protecting the integrity and legality in the execution of works, services and supplies and at avoiding the establishment and continuation of contractual relationships with contractors that may be subject to infiltration and unlawful pressure by persons unrelated to the contract or concession relationship, and to facilitate successful tenderers in reporting facts tending to alter the correct and lawful performance of the services, consisting in particular of acts of intimidation or extortion perpetrated against them or against subcontractors and which are recalled below:

- if, during the performance of the contract, the contracting authority, including through the offices of the project manager and the works management, discovers, on the basis of concrete factual elements, the presence of unlawful and multiple pressures by persons unconnected with the contract relationship tending to condition or alter the correct and lawful performance of the services, it shall report the situation, without delay and confidentially, to the Prefect competent for the territory, so that the appropriate investigations may be carried out, aimed at verifying the presence of infiltration or pressure against the contractor or any of the subcontractors. The same clause provides, pursuant to Article 51(4) of the Law, for the obligation of the parties awarded the contract to report any fact tending to alter the correct and lawful performance of the services, as an essential element of the contract.

SELF CLEANING

An economic operator that finds itself in one of the situations referred to in Articles 94 and 95 of the Code, with the exception of contribution and tax irregularities that have been definitively and not definitively ascertained, may provide proof that it has adopted measures (so-called self-cleaning) sufficient to demonstrate its reliability. If the cause of exclusion occurred prior to the submission of the tender, the economic operator shall indicate in the DGUE the hindering cause and, alternatively: - describe the measures adopted pursuant to Article 96, paragraph 6 of the Code; - justify the impossibility of adopting such measures and undertake to do so subsequently. The adoption of the measures shall be communicated to the contracting authority.

If the cause of exclusion occurred after the submission of the tender, the economic operator shall take the measures referred to in paragraph 6 of Article 96 of the Code by notifying the contracting authority.

Compensation or an undertaking to compensate for any damage caused by the offence or misdemeanour, proof that the facts and circumstances have been comprehensively clarified by actively cooperating with the investigating authorities, and that concrete technical, organisational or personnel measures have been taken to prevent further offences or misdemeanours are considered sufficient measures.

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

An economic operator excluded by a final judgment from participation in award or concession procedures may not avail itself of self-cleaning during the period of exclusion resulting from that judgment.

In the event that a grouping/consortium has excluded or replaced a participant/executor affected by an exclusion clause pursuant to Articles 94 and 95 of the Code, the measures taken pursuant to Article 97 of the Code shall be evaluated in order to decide on the exclusion.

The circumstances referred to in Article 94 of the Code are automatic grounds for exclusion. The existence of the circumstances referred to in Article 95 of the Code is ascertained after an adversarial procedure with the economic operator.

In the event of the participation of consortia referred to in Article 65(2)(b) and (c) of the Code, the requirements set out in point 5 are met by the consortium and the consortia indicated as executors.

In the event of the participation of stable consortia referred to in Article 65(2)(d) of the Code, the requirements set out in point 5 are possessed by the consortium, the consortia indicated as executors and the consortia providing the requirements.

An economic operator that finds itself in one of the situations referred to in Articles 94 and 95 of the Code, with the exception of contribution and tax irregularities that have been definitively and not definitively established, may provide evidence that it has taken sufficient measures (so-called self-cleaning) to demonstrate its reliability. Pursuant to Article 70 (4) (e) of the Code, bids submitted by bidders lacking the qualification required by these Tender Rules are inadmissible.

7. SPECIAL REQUIREMENTS AND MEANS OF PROOF

Under penalty of exclusion, tenderers must be in possession of the requirements set out in the following paragraphs. The contracting authority verifies the possession of the special order requirements by accessing the economic operator's Virtual Fascicolo (hereinafter: FVOE). The economic operator is required to enter in the FVOE the data and information required to prove the requirement, if they are not already in the file or are not already in the possession of the contracting station and cannot be acquired ex officio by the latter.

7.1 ELIGIBILITY REQUIREMENTS

a) Registration with the Register of Companies at the Chamber of Commerce for activity identical/analogous to the one in question

Competitor not established in Italy: enrolment in one of the professional or commercial registers of the other Member States listed in Annex II.11 of the Code.

For the purposes of proof, the entry in the Register is acquired ex officio by the contracting authority via the FVOE. Operators established in other Member States upload into the virtual file the data and information useful to prove the requirement, if available.

In the case of temporary groupings, consortia, EEIG consortia or companies adhering to a network contract, the requirement concerning registration in the Trade Register or in the Register of Craft Enterprises must be met:

- by each member of the grouping/consortium/EEIG, including those to be formed, as well as by the EEIG itself;
- by each member of the network aggregation as well as by the common body in the event that it has legal personality.

7.2 TECHNICAL AND PROFESSIONAL CAPACITY REQUIREMENTS

It must have performed in the last three years (i.e. three years preceding the month preceding the publication of this notice) A similar supply of a minimum amount of €80,000.00, plus VAT.

Similar provision means health and health care IT services.

Proof of the requirement is provided in the following terms.

In the case of supplies to public administrations or public bodies by one of the following means:

- original digitally signed by the signatory, or a certified copy digitally signed by the tenderer, of the certificates issued by the contracting authority/contracting party, indicating the subject, amount and period of performance;
- contracts concluded with public administrations/public bodies, complete with copies of invoices of receipts or bank documents proving payment thereof;

In the case of supplies to private purchasers, by one of the following methods:

- original digitally signed by the undersigned or digitally authenticated copy of the certificates issued by the private principal, indicating the subject, amount and period of performance;
- contracts concluded with private individuals, complete with copies of receipted invoices or bank documents proving payment thereof.

7.3 INDICATIONS FOR TEMPORARY GROUPINGS, ORDINARY CONSORTIA, NETWORK AGGREGATIONS, EEIGS

The persons referred to in Art. 65 co. 2 (e), (f), (g) and (h) of the Code must meet the participation requirements

in the terms set out below.

The rules laid down for temporary groupings of undertakings, insofar as they are compatible, apply to aggregations of undertakings that are members of a network contract, ordinary consortia and EEIGs.

In ordinary consortia, the consortium member that takes on the largest share of executive activities plays the role of the lead partner.

In the event that the principal/principal of a temporary grouping of enterprises is a sub-association, either in the form of an incorporated RTI or of an aggregation of network enterprises, the relevant participation requirements are fulfilled in the same way as for groupings.

The **requirement concerning entry** in the register kept by the Chamber of Commerce referred to in point **Errore. L'origine riferimento non è stata trovata.** lett. **Errore. L'origine riferimento non è stata trovata.** must be fulfilled by:

- a. each of the grouped/grouping, consortium/consortium or EEIG undertakings;
- b. each of the undertakings party to the network contract indicated as executors and by the network itself if it has legal personality.

The requirement of economic and financial as well as technical and professional capacity must be met by the temporary grouping as a whole.

In the event that a grouping has excluded or replaced a participant in the grouping because it lacks a special requirement pursuant to Article 100 of the Code, the measures taken pursuant to Article 97 of the Code shall be assessed in order to decide on the exclusion of the grouping.

7.4 GUIDELINES FOR CONSORTIA OF COOPERATIVES AND CRAFT ENTERPRISES AND STABLE CONSORTIA

Requirements of professional suitability

The requirement to be registered in the Trade Register or in the Register of Craft Enterprises must be met by the consortium and the consortium members indicated as executors;

Economic, financial and technical-professional capacity requirements

The consortia referred to in Article 65(2)(b) and (c) of the Code use their own requirements and, within these, make use of the means at the disposal of their constituent consortia.

In the case of consortia referred to in Article 65(2)(d) of the Code, the technical and financial capacity requirements are counted cumulatively for the consortium even if they are held by the individual consortia members.

In the event that a consortium has excluded or replaced a consortium member because it lacks a special requirement under Article 100 of the Code, the measures taken pursuant to Article 97 of the Code shall be assessed in order to decide on exclusion

8. ADVANCE

Pursuant to art. 104 of the Code, the economic operator, either individually or in association pursuant to art. 65 of the Code, may prove its possession of the economic, financial, technical and professional requirements pursuant to art. 100, co. 1, lett. b) and c) of the Code and/or to improve its offer by availing itself of the requirements of other parties, including those participating in the grouping.

In the outsourcing contract, the parties specify the instrumental and human resources that the auxiliary makes available to the competitor and indicate whether the purpose of the outsourcing is to acquire a participation requirement or to improve the tender of the competitor, or whether it serves both purposes.

Availment is not permitted for the demonstration of general requirements and professional suitability (e.g. registration at the Chamber of Commerce, Industry, Crafts and Agriculture or at specific registers).

Pursuant to Article 104 of the Code, the reliance contract contains, under penalty of nullity, the specification of the requirements provided and the resources made available by the auxiliary.

Pursuant to Article 372(4) of the Enterprise Crisis and Insolvency Code, in order to participate in these proceedings

between the time of the filing of the application provided for in Article 40 of the aforementioned code and the time of the filing of the decree provided for in Article 47 of the same code, it is always necessary to make use of the requirements of another party. Availment is not necessary in the event of admission to the arrangement with creditors.

The tenderer and the auxiliary company are jointly and severally liable to the administration for the services covered by the contract.

Availing oneself of more than one auxiliary is permissible. The auxiliary may not in turn avail itself of another party. The auxiliary must:

- (a) meet the requirements set out in Article 6 and declare them by submitting its own DGUE, to be completed in the relevant parts;
- (b) possess the requirements set out in Articles 7.1(a), 7.2(b) and 7.3(c) which are to be availed of and declare them in its DGUE, to be completed in the relevant parts;
- (c) undertake, vis-à-vis the competitor making use and vis-à-vis the contracting authority, to make available, for the entire duration of the contract, the resources (relating to participation requirements and/or bonus requirements) that are the subject of the availment

The competitor shall enclose with the application to participate the auxiliary contract, which must be digitally signed by the parties, as well as the declarations of the auxiliary.

Pursuant to Art. 104, para. 12 of the Code, under **penalty of exclusion**, in the sole cases where the purpose of the availment is to improve the offer, the auxiliary undertaking and the undertaking making use of the resources made available by it may not participate in the same tender.

Except in cases of false declarations, where there are compulsory grounds for exclusion of the auxiliary or where it does not meet the relevant selection criteria, the contracting authority shall, pursuant to Article 104(5) of the Code, allow the tenderer to replace the auxiliary.

At any stage of the tender procedure when the replacement of the auxiliary is necessary, the contracting authority shall request in writing from the tenderer the replacement of the auxiliary, assigning an appropriate time limit for compliance, starting from the receipt of the request.

In the event that the auxiliary is guilty of a false declaration on the possession of the requirements, the contracting station shall report the conduct of the auxiliary to the National Anti-Corruption Authority in order to allow for the assessments referred to in Article 96, paragraph 15, of the Code. The economic operator may indicate another auxiliary within ten days, under penalty of exclusion from the tender. Substitution may be made only if it does not lead to a substantial change in the tender. Failure to comply with the deadline for substitution shall result in the exclusion of the tenderer.

Within this deadline, the competitor must produce the documents of the successor auxiliary (new declarations of availment by the competitor, the DGUE of the new auxiliary and the new contract of availment). If the time limit has expired in vain, or if no request for its extension has been made, the contracting authority shall exclude the competitor from the procedure.

Failure to produce the declaration of legal aid or the contract of legal aid may be remedied by means of administrative assistance, provided that the aforementioned elements are pre-existing and can be proved by documents of a certain date prior to the deadline for submitting the tender.

Failure to indicate the requirements and resources made available by the auxiliary undertaking **cannot be remedied** as a ground for the nullity of the auxiliary contract.

9. SUBCONTRACT

The tenderer shall indicate at the time of the tender the parts of the supply he intends to subcontract or subcontract by subcontracting, within the limits provided for in Article 119 of the Code; in the absence of such indications, subcontracting is prohibited.

Subcontractors must meet the requirements of Articles 94, 95 and 98 of the Code.

The activities referred to in Article 119(3) of the Code are not subcontracted.

The successful tenderer and the subcontractor are jointly and severally liable vis-à-vis the contracting authority

for the performance of the services covered by the subcontract.

10. PROVISIONAL GUARANTEE

Pursuant to Article 53(1) of the Code, the provisional guarantee referred to in Article 106 of the Code is not required.

Final guarantee for the conclusion of the contract.

Prior to the conclusion of the contract, the successful tenderer - under penalty of forfeiture of the award - must provide the final guarantee referred to in Article 53 of the Code, at its choice, in the form of either a deposit or a surety. Where the final guarantee is presented in the form of a surety, it must contain the attachment of a declaration in lieu of a notarial deed in which the subscriber, with powers of signature, attests the power to bind the guarantor vis-à-vis the contracting authority by signing:

- ✓ to have read the specifications and all the acts referred to therein and the Letter of Invitation;
- ✓ to waive the exception provided for in Article 1957 (2) of the Civil Code;
- ✓ to waive the prior enforcement of the principal debtor;
- ✓ the operation of the guarantee within 15 days upon a simple written request by the Administration;
- ✓ to treat the surety as valid until complete exhaustion of the contractual relationship, even if extended beyond the contractual term.

The provisions of Art. 53 para. 3 apply.

In any case, the Contracting Authority shall have the right to ask the Contractor to reinstate the guarantee if the latter has been wholly or partially forfeited. The Contracting Authority shall be entitled to enforce the guarantee, should the contract be terminated (see below in this Schedule), without prejudice to compensation for any further damage.

Pursuant to Article 106, the surety guarantee must comply with the standard form approved by decree of the Minister of Economic Development in agreement with the Minister of Infrastructure and Transport and previously agreed upon with banks and insurance companies or their representatives. For all matters not expressly provided for herein and in the Special Tender Specifications, the combined provisions of Articles 53 and 106 of the Code shall apply.

11. SURVEY

An inspection is not foreseen.

12. CONTRIBUTION TO ANAC

In compliance with the ANAC resolution No. 621 of 20 December 2022 published on the ANAC website in the section "Contributions during the tender", competitors are not required to pay the contribution required by law in favour of the National Anticorruption Authority through the "Gestione Contributi Gara" (GCG) service, since they are exempt.

13. METHODS OF SUBMITTING THE TENDER AND SIGNING THE TENDER DOCUMENTS

All documents relating to this procedure up to the awarding of the contract must be sent to the Administration, unless otherwise provided for, exclusively by telematic means through the System, in electronic format and be signed, where required under **penalty of exclusion**, with a digital signature pursuant to Article 1, paragraph 1, letter s) of Legislative Decree No. 82/2005.

The OFFER must be submitted by the tenderer to the Administration via the System, **no later than the deadline indicated in the letter of invitation**, failing which the offer will be **inadmissible** and in any case irregular.

The exact time and date of receipt of bids are determined by the time of the System.

It should be noted that in the event of a malfunction or malfunctioning of the System such as to prevent the proper submission of tenders, the Administration shall take the necessary measures to ensure the regularity of the procedure in accordance with the principles set out in Book I, Part I of the Code, also by suspending the deadline for the receipt of tenders for the period of time necessary to restore the normal operation of the means and extending the same for a duration proportionate to the seriousness of the malfunction. In cases of suspension and extension, the System shall ensure that, until the expiry of the extended deadline, the confidentiality of the tenders sent is maintained. Economic operators who have already submitted a tender are allowed to withdraw it and, if necessary, replace it.

This extension is publicised through the timely publication of an appropriate notice in the Tenders section on the University website www.unina.it.

The aforementioned notice will also be made public in the form and manner predetermined by law.

The '**OFFER**' consists of:

A- Administrative documentation;

B- Technical offer;

C- Economic offer.

The competitor must produce the above documentation in the System in the various sections provided for therein according to the rules indicated in the following table:

Document	Section I
DGUE of the competitor	DGUE - the company's Single European Tender Document competitor
Model A1	Competitor's application
Model A2	Supplementary declarations
Model A3	Supplementary declarations
Proxies	Possible Powers of Attorney
Underwriter's identification document	Copy of valid identification document
DGUE of the auxiliary and Form A4	DGUE - the company's Single European Tender Document auxiliary and supplementary declarations
PASSOE competitor	PASSOE competitor
Auxiliary PASSOE	Auxiliary PASSOE
Model D	Declaration pursuant to Article 85 of Legislative Decree 159/2011
Document certifying that the payment of the contribution to ANAC	Proof of payment of contribution to ANAC
Stamp payment	Proof of payment of stamp duty
Deed articles of incorporation of RTI o Consortium ordinary	Any acts relating to R.T.I.'s or Consortia
Legality Protocol	Memorandum of Understanding on legality and the prevention of criminal infiltration attempts in the legal economy
National Code of Conduct for civil servants	National Code of Conduct for Employees public
Athenaeum Integrated Business and	Athenaeum Integrated Business and Organisation Plan and

Organisation Plan and Athenaeum Code of Conduct	Athenaeum Code of Conduct
Rules of the Public Administration e-Procurement System	Rules of the Public Administration e-Procurement System
Technical offer	Section II
Technical report	Technical report
Economic offer	Section II
Economic Offer (<i>system-generated</i>)	Economic Component Sheet
Economic offer form	Economic offer form

On the website www.acquistinretepa.it, in the specific section relating to this procedure, the submission of the **OFFER** must be carried out through the execution of procedural steps enabling the preparation and submission of the documents of which the **OFFER** is composed (i.e.: **Administrative Documentation, Technical Offer and Economic Offer**).

Please note that, prior to submission, all files making up the offer, which are not already in .pdf format, must all be converted to .pdf format.

The presentation of the OFFER and its submission shall be carried out exclusively through the guided procedure provided by the System, which may be carried out in successive steps, by saving the data and activities carried out, it being understood that the submission of the OFFER must necessarily take place before the expiry of the peremptory submission deadline established above. The steps must be completed in the sequence established by the System.

The tenderer is asked to ensure consistency between the data entered in the system and those reported in the documentation produced in the OFFER.

It is always possible to modify the steps previously carried out: in this case, it is advisable to pay the utmost attention to the bid preparation procedure guided by the System, as the changes made may have consequences on the subsequent steps. It is in any case the responsibility of the tenderer to constantly update the content of each step and each step related to the presentation of the OFFER.

The sending of the OFFER, in any case, takes place only by selecting the appropriate "confirm and send" function.

The System used by the Administration adopts a mode of execution of the aforesaid actions and activities such as to allow the utmost secrecy and confidentiality of the OFFER and the documents comprising it, and such as to guarantee the origin, identification and inalterability of the offer itself.

The submission of the OFFER through the System is at the full and exclusive risk of the participant, who assumes all risks in the event of non-receipt or late receipt of the OFFER, due, by way of example only, to malfunctioning of the telematic tools used, connection and transmission difficulties, slow connections or any other reason, and Consip S.p.A. shall not be held liable in any way, the System Operator and the Administration if, due to delays or technical or other mishaps, or for any other reason, the Tender is not received by the peremptory deadline. In any case, without prejudice to the mandatory limits of the law, the tenderer shall exonerate Consip S.p.A., the System Operator and the Administration from any liability for malfunctions of any nature, failure or interruptions in the operation of the System. Consip S.p.A. reserves the right, however, to take the measures it deems necessary in the event of malfunctioning of the System. Please also note that:

- the OFFER submitted within the deadline is binding on the tenderer;
- within the deadline for submission of the OFFER, those who have submitted an OFFER may withdraw it; a withdrawn OFFER shall be equivalent to an unsubmitted OFFER;
- **the System does not accept BIDS submitted after the date and time set as the deadline for submission of BIDS, as well as BIDS that are incomplete of one or more parts whose presence is necessary and mandatory.**

The tenderer is required to attach, as an integral part of the OFFER, under **penalty of exclusion**, the documents specified in the following paragraphs, where required, signed with a digital signature. It is recommended that said attachments be inserted in the **relevant** section and, in particular, that **the data of the economic offer not be indicated or in any case provided in a different section, under penalty of exclusion from the procedure.**

The tenderer is aware, and accepts by submitting the OFFER, that the System may rename as view-only the *files* that the same competitor submits through the System; this change does not affect the content of the document, nor its original name, which remain, in any case, unchanged.

In addition to the provisions of this document, the operational and explanatory indications on the System, on the Internet pages relating to the tender submission procedure, remain unaffected.

A competitor intending to participate in a grouped form (e.g. RTI/Consortia, whether established or constituted) must indicate the form of participation and indicate the economic operators grouped or consortia when submitting the OFFER. The System automatically generates a password dedicated exclusively to the grouped operators, which will be used to allow the indicated subjects to take part (within the limits of the indicated form of participation) in the compilation of the OFFER.

For competitors having their registered office in Italy or in one of the countries of the European Union, the substitutive declarations shall be drawn up in accordance with Articles 46 and 47 of Presidential Decree 445/2000; for competitors not having their registered office in one of the countries of the European Union, the substitutive declarations shall be drawn up by means of suitable equivalent documentation according to the legislation of the country of origin.

All substitutive declarations made pursuant to Articles 46 and 47 of Presidential Decree 445/2000, including the DGUE, the 'request to participate' and the economic offer must be digitally signed by the legal representative of the competitor or by a proxy.

The declarations referred to in the **DGUE, Annexes A1) A2), A3), A4), D)** may preferably be drafted on the templates prepared and made available at <http://www.unina.it/ateneo/gare/bandi>.

The declarant shall enclose a photocopy of a valid identification document (one copy of the identification document is sufficient for each declarant even if there are several declarations on several separate sheets).

The documentation, where not expressly requested in the original, may be produced in certified or true copy pursuant to Articles 18 and 19 of Presidential Decree 445/2000, respectively. Unless otherwise specified, plain copies are admitted.

In the case of competitors not established in Italy, the documentation must be produced in a suitable equivalent form according to the legislation of the country of origin; Article 100(3) of the Code applies.

All documentation to be produced must be in Italian or, if drafted in a foreign language, must be accompanied by a sworn translation into Italian. In the event of a discrepancy between the text in the foreign language and the text in Italian, the Italian language version shall prevail, as it is at the competitor's risk to ensure the accuracy of the translation.

In the event of missing, incomplete or irregular translations of the documents contained in the administrative documentation, **Article 101 of the Code applies.**

Late bids **will be excluded** as inadmissible pursuant to Art. 70 (4) (b) of the Code.

The offer shall bind the competitor pursuant to Art. 17(4) of the Code for *180 days* from the expiry of the deadline for submitting the offer.

In the event that tender operations are still in progress on the date of expiry of the validity of tenders, tenderers will be asked to confirm the validity of the tender up to the date indicated and to produce an appropriate document proving the validity of the guarantee provided during the tender until the same date.

Failure to reply to the contracting authority's request within the deadline set by the latter or in any case in time for

the procedure to continue shall be considered as a waiver of the tenderer's right to participate in the tender.

Until the day set for the opening, the economic operator may make a request via the Platform to rectify a material error contained in the economic offer, of which he has become aware after the deadline for their submission. To this end, he requests to be allowed to make use of this option.

Following the request, the economic operator shall be notified of the manner and timeframe in which the elements enabling the material error to be identified and corrected shall be indicated. The correction shall be made while respecting the secrecy of the tender and may not entail the submission of a new tender or a substantial modification thereof.

If the correction is deemed unacceptable because it is substantial, the possibility of declaring the tender inadmissible shall be considered.

14. INSTRUCTIONAL AID

By means of the preliminary aid procedure under Article 101 of the Code, deficiencies in the documents transmitted with the application to participate may be remedied, but not those in the documents making up the technical offer and the economic offer.

The same procedure may be used to rectify any omissions, inaccuracies or irregularities in the application to participate and in any other document required for participation in the tender procedure, with the exclusion of the documents making up the technical and financial bid. Omissions, inaccuracies and irregularities that render the identity of the tenderer absolutely uncertain cannot be remedied. Specifically, the following rules apply:

- failure to comply with the prescribed participation requirements cannot be remedied by means of a preliminary remedy and is **grounds for exclusion** from the tender procedure;
- the omission or incomplete or irregular submission of declarations concerning the fulfilment of participation requirements and any other lack, incompleteness or irregularity of the DGUE and of the application, including lack of signature, may be remedied, with the exception of false declarations;
- Failure to produce the declaration of legal aid or the contract of legal aid may be subject to administrative relief only if the aforementioned elements were pre-existing and can be proved by documents of a certain date prior to the deadline for submitting the tender;
- the non-submission of elements accompanying the tender or of conditions for participation in the tender (e.g. special collective mandate or undertaking to grant a collective mandate), both of which are relevant at the tender stage, may only be remedied if they are pre-existing and can be proven by documents of a certain date, prior to the deadline for submission of the tender;
- the non-submission of declarations and/or elements accompanying the offer, which are of relevance at the execution stage (e.g. declaration of the parts of the service pursuant to Art. 68, para. 2 of the Code) are amenable to remedy;

For the purposes of the amnesty, the contracting authority shall grant the tenderer a reasonable time limit - not exceeding ten days - in which to make, supplement or regularise the necessary declarations, indicating their content and the persons required to make them.

If the tenderer produces declarations or documents that are not perfectly consistent with the request, the contracting authority may ask for further details or clarifications, setting a peremptory deadline under penalty of exclusion.

If the time limit has expired in vain, the contracting authority shall **exclude** the competitor from the procedure.

Apart from the cases referred to in Article 101 of the Code, the contracting authority may, through its internal body competent for the specific stage, invite tenderers, if necessary, to provide clarification of the content of

the certificates, documents and declarations submitted.

15. CONTENT OF ADMINISTRATIVE DOCUMENTATION

The administrative documentation contains the application for participation and supplementary declarations, the DGUE as well as the accompanying documentation, depending on the different forms of participation.

15.1 APPLICATION FOR PARTICIPATION

The application for participation is drawn up, in revenue stamps, preferably on form A1 '*Application for Participation*' and contains all the following information and declarations. The application for participation must be uploaded to the system.

The competitor shall indicate the individual or associated form in which the company is participating in the tender (company single, consortium, RTI, network enterprise aggregation, EEIG).

In the case of participation in RTI, ordinary consortium, aggregation of network enterprises, EEIG, the competitor shall provide the identification data (company name, tax code, head office) and the role of each enterprise (mandatory/mandatory; leader/consortium).

In the case of a consortium of cooperatives and craft enterprises or a stable consortium as referred to in Article 65(2)(b), (c) and (d) of the Code, the consortium shall indicate the consortium member for which it is competing in the tender; if the consortium does not indicate for which consortium member(s) it is participating in the tender on its own behalf.

The application is signed with a digital signature:

- in the case of a temporary grouping or an ordinary consortium formed, by the principal/principal.
- in the case of a temporary grouping or ordinary consortium not yet formed, by all the entities that will form the grouping or consortium;
- in the case of aggregations of companies adhering to the network contract, reference is made to the rules laid down for temporary groupings of companies, insofar as they are compatible. In particular:
 - a. **if the network has a common organ with power of representation and legal subjectivity, pursuant to Article 3(4-*quater*) of Decree-Law No. 5 of 10 February 2009**, the application to participate must be signed only by the economic operator acting as common organ;
 - b. **if the network has a common organ with the power of representation but lacks legal subjectivity**, pursuant to Article 3, paragraph 4-*quater*, of Law Decree No. 5 of 10 February 2009, the application to participate must be signed by the undertaking performing the functions of the common organ as well as by each of the undertakings party to the network contract participating in the tender;
 - c. **If the network has a common body without the power of representation, or if the network does not have a common body, or if the common body lacks the qualification requirements to act as agent**, the application to participate must be signed by the network member undertaking holding the capacity of agent, or, in the case of participation in the form of a grouping to be formed, by each of the network member undertakings taking part in the tender;
- in the case of a consortium of cooperatives and craft enterprises or a stable consortium as referred to in Article 65(2)(b), (c) and (d) of the Code, the application is signed by the consortium itself.

With regard to the payment of **stamp duty**, this is due:

- in the case of RTI and ordinary consortia formed/being formed only by the group leader;
- in the case of stable consortia referred to in Article 65(2)(b), (c) and (d) of the Code, by the consortium itself;

- in the case of Network Aggregations by the common body/sponsor.

The competitor shall enclose a true copy of the original power of attorney or, in the sole case where the competitor's chamber of commerce certificate expressly indicates the representative powers conferred by the power of attorney, the substitute declaration made by the undersigning attorney/legal representative attesting to the existence of the representative powers as indicated in the certificate.

Method of payment of the vignette

The application must be submitted in compliance with the provisions of Presidential Decree 642/1972 concerning the payment of stamp duty. The payment of the aforesaid tax in the amount of Euro 16.00 shall be made by one of the following methods:

a) the Revenue Agency's @e.bollo service

As proof of payment, the competitor shall enclose the receipt for the electronic payment issued by the @e.bollo system or the bank transfer.

b) the use of the F24 elide form.

As proof of payment, the tenderer must send the administration, by the deadline for submission of the tender, through the System, an electronic copy of the F24 elide.

c) by means of a € 16.00 revenue stamp. in this case, the stamp must be affixed on a sheet of paper showing the details of the tender, the CIG and the name of the tenderer or it may be affixed on form a1. the revenue stamp must be cancelled appropriately by affixing the company stamp or a handwritten seal of the legal representative of the tenderer. it is forbidden to use deteriorated or previously used revenue stamps.

Please note that, in the event of failure to pay stamp duty, the administration will proceed to notify the revenue agency pursuant to Article 19 of Presidential Decree No. 642 of 26 October 1972.

15.2 SINGLE EUROPEAN TENDER DOCUMENT

The competitor shall complete the DGUE as per the template attached to the Ministerial Decree of the Ministry of Infrastructure and Transport of 18 July 2016 made available on the University website at the following address: <http://www.unina.it>, in the Tenders section, as indicated below. It **should be noted that, pursuant to Article 226, paragraph 5, of Legislative Decree No. 36/2023, any reference to Legislative Decree No. 50/2016 shall be construed as referring to the corresponding provisions of Legislative Decree No. 36/2023, or in the absence thereof, to the principles inferable from the Code itself (see MIT note protocol 6212 of 30/06/2023).**

Part I - Information on the procurement procedure and the contracting authority or contracting entity

The tenderer shall provide all requested information relating to the tender procedure.

Part II - Information on the economic operator

The competitor shall provide all the information requested by filling in the relevant parts.

In the event of recourse to outsourcing, Section C must be completed.

The competitor shall indicate the name of the auxiliary economic operator and the requirements being availed of.

In particular, the tenderer shall, for each auxiliary, attach:

1) DGUE in electronic format, signed by the auxiliary, containing the information set out in Part II, Sections A and B, Part III, Part IV, in relation to the requirements subject to availment, and Part VI;

- 2) Substitute declaration referred to in Article 104(4) of the Code, signed with a digital signature by a person with the appropriate powers of the auxiliary company, in which the latter undertakes, towards the tenderer and towards the contracting authority, to make available, for the entire duration of the contract, the necessary resources that the tenderer lacks (in accordance with Annex A4);
- 3) Substitute declaration referred to in Article 104(12) of the Code, digitally signed by a person with the appropriate powers of the auxiliary, in which the latter certifies that it is not participating in the tender on its own or as an associate or consortium (in accordance with Annex A4);
- 4) original or certified copy of the auxiliary contract, under which the auxiliary undertakes, vis-à-vis the tenderer, to provide the requirements and make available the necessary resources, which must be described in detail, for the entire duration of the contract. To this end, the contract of reliance contains, under penalty of nullity, pursuant to Article 104 of the Code, the specification of the requirements provided and the resources made available by the auxiliary; in the case of the provision of relevant academic and professional qualifications and experience, the economic operator directly performing the service for which such capacities are required must be indicated;
- 5) Auxiliary PASSOE.

In the case of auxiliary economic operators having their seat, residence or domicile in countries placed on so-called 'black lists'.

- 6) digitally signed declaration by the auxiliary company that it possesses the valid authorisation issued pursuant to the Ministerial Decree of 14 December 2010 of the Ministry of Economy and Finance pursuant to Article 37 of Law Decree 78/2010, converted into Law 122/2010) **or** digitally signed declaration by the auxiliary company that it has submitted an application for authorisation pursuant to Article 1 paragraph 3 of Law Decree 14.12.2010 with an attached copy of the authorisation application sent to the Ministry.

If subcontracting is used, Section D must be completed

The tenderer, under penalty of not being able to subcontract, shall indicate the list of services he intends to subcontract with the relevant percentage share of the total contract amount.

Part III - Grounds for Exclusion

The competitor declares that it does not find itself in the conditions envisaged in point 6 of these specifications (Sections A-B-C-D). In addition, the competitor who intends to make the declarations in lieu of declaration pursuant to art. 94, paragraphs 1 and 2 of the Code also on behalf of the subjects listed in art. 94, paragraph 3 of the Code, must preferably use facsimile form A2). In the sole case in which the legal representative/attorney-in-fact of the competitor does not intend to make the declarations in lieu of declarations ex art. 94, par. 1 and 2 of the Code also on behalf of the aforementioned subjects, the latter are required to complete the declaration ex art. 94, par. 1 and 2 of the Code on their own, preferably using facsimile Form A3) and attaching a photocopy of a valid identity document.

The economic operator declares the existence of the grounds for exclusion referred to in Articles 94 and 95 of the Code, which occurred prior to the submission of the tender and indicates the self-cleaning measures taken, or demonstrates the impossibility of taking such measures prior to the submission of the tender.

Part IV - Selection Criteria

The competitor declares that it meets all the requirements of the selection criteria set out in Art. 7.1(a), Art. 7.2(b), Art. 7.3(c), preferably by using the facsimile model A2) or by completing the following sections of Part IV of the DGUE:

- a) section A to declare the possession of the requirement relating to professional competence referred to in section 7.1(a) of these specifications;
- b) section B to declare the possession of the economic-financial capacity requirement set out in section 7.2(b)

of these specifications;

- c) section C to declare possession of the requirement relating to professional and technical capacity referred to in section 7.3(c) of these specifications.

Part VI - Final Declarations

The competitor shall provide all the information requested by filling in the relevant parts.

The DGUE must be submitted:

- in the case of temporary groupings, ordinary consortia, EEIGs, by each of the economic operators participating in the procedure jointly;
- in the case of network enterprise aggregations by each of the network enterprises, if the entire network participates, or by the common body and the individual network enterprises indicated;
- in the case of cooperative consortia, craft consortia and stable consortia, by the consortium and the consortium members on whose behalf the consortium is competing.

In the event of a merger, amalgamation or transfer of business, the declarations referred to in Art. 94 (1), (2) and Art. 98 (3) (f) of the Code must also refer to the persons referred to in Art. 94 (3) of the Code who worked at the merged, amalgamated or transferred company.

15.3 SUPPLEMENTARY DECLARATIONS AND ACCOMPANYING DOCUMENTATION

15.3.1 Supplementary declarations

Each competitor shall make the following declarations, preferably on facsimile form A2) pursuant to Articles 46 and 47 of Presidential Decree 445/2000, in which they

1. declares that it does not incur the grounds for exclusion set out in Article 94(5)(d) and (e) of the Code;
2. declares the identification data (first name, surname, date and place of birth, tax code, municipality of residence, etc.) of the persons referred to in Article 94(3) of the Code, or indicates the official database or public register from which the same can be obtained up-to-date at the date of submission of the tender;
3. declares the economic offer submitted to be remunerative, since it has taken note of and taking into account:
 - a) the contractual terms and conditions and any charges including those relating to safety, insurance, working conditions and social security and assistance in force at the place where the services are to be performed;
 - b) of all general, particular and local circumstances, without exception, which may have influenced or may influence both the performance of the services and the determination of its offer;
4. accepts, without condition or reservation, all the rules and provisions contained in the tender documents;
5. agrees to comply with the obligations of traceability of financial flows pursuant to Law no. 136/2010 and accepts the clauses of the Protocol of Legality of the Prefecture of Naples, to which the University adhered on 10.12.2021, following resolution of the Board of Directors no. 34 of 27.10.2021, attached to the tender documentation (art. 1, paragraph 17, of Law no. 190/2012);
- 5bis. declares to observe and to have its employees and collaborators observe the aforementioned Protocol of Legality, under penalty of exclusion from the tender or termination of the contract;
6. declares that it is aware that the tender is governed by the current Integrated Plan of Activities and Organisation of the University, by the National and University Codes of Conduct available on the website www.unina.it and undertakes, in the event of award of the contract, to observe and have its employees and collaborators observe, insofar as applicable, the aforesaid codes of conduct, under penalty of termination of the contract;

7. **for economic operators having their head office, residence or domicile in countries included in the so-called "black list"**: declares to be in possession of the valid authorisation issued pursuant to the Ministerial Decree of 14 December 2010 of the Ministry of Economy and Finance pursuant to (art. 37 of Law Decree 78/2010, converted into Law 122/2010) **or** declares to have submitted an application for authorisation pursuant to art. 1 paragraph 3 of the Ministerial Decree of 14.12.2010 and attaches a certified copy of the application for authorisation sent to the Ministry;
8. **for non-resident economic operators without a permanent establishment in Italy**: it undertakes to comply, in the event of award of the contract, with the provisions of Articles 17(2) and 53(3) of Presidential Decree No. 633/1972 and to inform the contracting authority of the appointment of its tax representative, in accordance with the law;
9. indicates the following data: tax domicile; tax code, VAT number; indicates the PEC address **or**, only in the case of competitors based in other Member States, the e-mail address for the purposes of communications pursuant to Article 90 of the Code;
10. authorises, should a participant in the tender exercise the right of "access to the records", the contracting authority to release copies of all the documentation submitted for participation in the tender, **or** does not authorise, should a participant in the tender exercise the right of "access to the records", the contracting authority to release copies of the technical offer and of the explanations that may be requested during the verification of anomalous offers, as they are covered by technical/commercial secrecy. This declaration must be adequately justified and substantiated pursuant to Article 53, co. 5, letter a) of Legislative Decree 50/2016, of the Code;
11. declares to be informed, pursuant to and for the purposes of Article 13 of Legislative Decree no. 196 of 30 June 2003, that the personal data collected will be processed, including by computer, solely for the purposes of this tender, as well as of the existence of the rights set out in Article 7 of the same Legislative Decree.

For economic operators admitted to the arrangement with creditors as a going concern pursuant to Article 186 bis of Royal Decree No. 267 of 16 March 1942

12. indicates, in addition to what is indicated in Part III, section C, letter d) of the DGUE, the following details of the order for admission to the arrangement with creditors and the order authorising participation in the tenders with an indication of the tendering procedures and the Court that issued the order, as well as declares that it is not participating in the tendering procedure as lead member of a temporary grouping of companies and that the other companies in the grouping are not subject to bankruptcy proceedings within the meaning of Article 186 *bis*, paragraph 6, of Royal Decree No 267 of 16 March 1942

For economic operators admitted to the arrangement with creditors as a going concern pursuant to Article 372 of Legislative Decree No. 14/2019

13. Pursuant to Articles 46 and 47 of Presidential Decree No. 445/2000, the competitor declares the details of the measure of admission to the arrangement and the measure of authorisation to participate in the tenders, as well as declares that the other companies belonging to the grouping are not subject to insolvency proceedings, pursuant to Article 95, paragraphs 4 and 5, of Legislative Decree No. 14/2019

The competitor shall submit a report by a professional who meets the requirements of Article 2(1)(o) of the aforementioned legislative decree certifying compliance with the plan and the reasonable ability to perform the contract.

15.3.2 Accompanying documentation

The competitor encloses:

- **PASSOE** as per art. 2, paragraph 3 letter b) of ANAC resolution no. 157/2016, relative to the competitor; in addition,

in the event that the competitor makes use of avalimento pursuant to art. 104 of the Code, also the PASSOE relative to the auxiliary, with respect to which we point out FAQ no. 24 available on the institutional website of ANAC where it reads: *Quesito: I have to create a PassOE in avalimento but the system warns that there are no requirements that can be endorsed. Answer: It is possible to generate the PassOE using the form provided for RTI. The auxiliary company generates its own PassOE component by selecting the role of "Mandante in RTI" and the auxiliary company generates the PassOE by selecting the role of "Mandataria in RTI";*

- proof of payment of the stamp duty of € 16.00 in accordance with the aforementioned procedures;
- receipt of payment of the ANAC contribution;

15.3.3 Additional documentation and declarations for associated parties

The declarations referred to in this paragraph shall be signed in the manner set out in Section 15.1.

For temporary groupings already formed

- certified copy of the irrevocable collective mandate with representation conferred on the agent by public deed or certified private deed.
- a declaration indicating, pursuant to Art. 68(2) of the Code, the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators grouped together or in consortia.

For already formed consortia or EEIGs

- memorandum of association and articles of association of the consortium or EEIG, in certified copy, indicating the entity designated as leader.
- declaration indicating, pursuant to Article 68(2) of the Code, the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual consortium members.

For temporary groupings or ordinary consortia or EEIGs not yet formed

- declaration stating:
- the economic operator to which, in case of award, will be given a special mandate with representation or act as group leader;
- a commitment, in the event of the award of the contract, to comply with the regulations in force with regard to temporary groups or consortia or EEIGs pursuant to Article 68 co. 1 of the Code by conferring a special collective mandate with representation on the member qualified as agent who will enter into the contract in the name and on behalf of the mandators/consortium members;
- a declaration indicating, pursuant to Art. 68(2) of the Code, the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators grouped together or in consortia.

For business groupings that are members of the network contract: whether the network has a common body with power of representation and legal subjectivity

- certified or certified copy of the network contract, drawn up by public deed or certified private deed, or by deed digitally signed pursuant to Article 25 of Legislative Decree No 82/2005, indicating the common body acting as representative of the network;
- declaration, signed by the legal representative of the common body, indicating for which companies the network competes;
- declaration indicating the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators aggregated in the network.

For business groupings that are members of the network contract: if the network has a common body with power of representation but no legal entity

- certified copy of the network contract, drawn up in the form of a public deed or a notarized private deed, or in the form of a deed digitally signed pursuant to Article 25 of Legislative Decree No. 82/2005, containing the irrevocable collective mandate with representation conferred on the principal; where the network contract has been drawn up with a mere digital signature not authenticated pursuant to Article 24 of legislative decree no. 82/2005, the mandate in the network contract cannot be considered sufficient and it will be mandatory to confer a new mandate in the form of an authenticated private contract, also pursuant to Article 25 of legislative decree no. 82/2005;
- declaration indicating the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators aggregated in the network.

For aggregations of enterprises which are members of the network contract: if the network has a common body without the power of representation or if the network does not have a common body, or if the common body lacks the qualification requirements, it participates in the form of an incorporated or constituting RTI:

- **in the case of an incorporated RTI:** certified copy of the network contract, drawn up by public deed or certified private deed or by deed digitally signed pursuant to Article 25 of Legislative Decree no. 82/2005 with attached the irrevocable collective mandate with representation conferred on the agent, indicating the subject designated as agent and the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators aggregated in the network; if the network contract has been drawn up with a mere digital signature not authenticated pursuant to Article 24 of Legislative Decree No. 82/2005, the mandate must be in the form of a public deed or authenticated private deed, also pursuant to Article 25 of Legislative Decree No. 82/2005;
- **in the case of a constituting RTI:** certified copy of the network contract, drawn up by public deed or certified private deed, or by a deed digitally signed pursuant to Article 25 of Legislative Decree No. 82/2005, with attached declarations, made by each competitor adhering to the network contract, certifying
 - a. to which competitor, in case of award, will be given a special mandate with representation or act as group leader;
 - b. a commitment, in the event of award, to comply with the regulations in force on temporary groupings;
 - c. the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators aggregated in the network.

The irrevocable collective mandate with representation may be granted to the agent in a private contract.

If the network contract has been drawn up with a mere digital signature that has not been authenticated pursuant to Article 24 of Legislative Decree No. 82/2005, the mandate must be in the form of a public deed or an authenticated private deed, also pursuant to Article 25 of Legislative Decree No. 82/2005.

DOCUMENTATION IN THE CASE OF AN AVAILMENT

The auxiliary company makes declarations on the possession of the general requirements by filling in the appropriate section of the DGUE.

The competitor shall, for each auxiliary, enclose:

- 1) the PASSOE of the auxiliary;

- (2) the declaration of availment;
- (3) the corroboration contract.

In the case of using the tender for the purpose of improving the tender, the supply contract is presented in the technical tender.

In a collaborative capacity:

Substitute declaration for the purpose of verification pursuant to Legislative Decree 159/2011 as amended and supplemented, drawn up according to facsimile Model D), containing:

- Declaration made by all persons referred to in Article 85 of Legislative Decree 159/2011 as amended, indicating family members

of legal age and complete with personal data, tax code and domicile and/or residence.

16. CONTENT OF THE OFFER TECHNICAL

The tenderer must, **under penalty of exclusion from** the tender, ~~and~~ deliver to the Administration through Consip's M.e.P.A. platform (hereinafter: System), a Technical Offer, according to the following procedure:

The tenderer must upload to the system a **Technical Report**, digitally signed, containing a technical-organisational proposal illustrating, with reference to the evaluation criteria and sub-criteria indicated in the table in point 19 below, the following elements

1. Technology and innovative excellence of the proposed solution:

The technical bids must include a "Technology and Innovative Excellence Plan". More specifically, the plan must consider and comply with the technical requirements defined in the Technical elaboration.

The Plan for Technology and Innovative Excellence must include the following sections:

A. Detailed description of the overall solution proposed for the requirement described in the subject matter of the contract, the current status and maturity of the solution and the use cases. It should include the following information:

-Standard and innovative technologies: a description of the technologies used and the delivery plan according to the MANDATORY/OPTIONAL requirements defined in the Technical Drawing with regard to the overall solution, the rapid detection system for priority microorganisms, the rapid detection and management information system, the system for training and support. By innovative we mean the technologies provided and/or parts thereof in accordance with the definition of innovation in the Public Procurement Directive 2014/24/EU.

B. Detailed description of how the RaDAR solution will fit into the organisational context of the contracting authority and the resulting clinical workflow (from screening or suspicion of infection to treatment and follow-up of the patient), how the solution will integrate the different stakeholders and the expected results after implementation of the solution.

C. Plan for technological integration in the computer system and interoperability of the solution: In the plan, the supplier must describe and detail the IT structure of the solution and the steps to achieve technological integration of the solution and interoperability with the hospital information system.

The technology integration plan must include:

-Detailed description of the IT structure of the solution.

-Detailed description of the integration, installation and implementation process of the solution in the hospital information system,

-Inclusion of the software and its interface in the hospital information system.

D. Detailed description of the compliance of the proposed solution with the previously detailed regulatory requirements (Medical Device Directive, Data Protection Directive and/or others).

2. Operation and Implementation of the proposed solution:

Technical offers must include an "**Operational Implementation Plan**" of the proposed solution, which must consider and comply with the technical requirements defined in the Technical elaboration. It is important that the offers include:

- **Detailed description of the strategy for integrating the solution into the contracting authority's health services organisation.**

The supplier shall present a detailed description of how the integration of the RaDAR solution within the hospital information system will be carried out and how it will relate to the different users and profiles involved in the contract.

The operational implementation plan should include:

- A. Detailed description of the strategy for change management, co-design and involvement of key stakeholders in the process (i.e. patients and health professionals) and user training. Detailed description of the strategy for the relationship between the provider and the contracting authority.
- B. Detailed description of support, maintenance and training services.
- C. Plan to return the service at the end of the contract.
- D. Description of the quality aspects of the design and development of the integral solution. With particular reference to detailed requirements and specifications concerning the verification and validation of the proposed technology, work planning, personal and material resources, identification and management of logistics, data integrity and related ISO and other relevant regulations/standards used.
- E. Detailed description of the governance of the delivery, project management, timetable, tasks and monitoring activities, including a detailed schedule of the proposed phases in accordance with the Terms of Reference.
- F. Detailed description of the risk assessment plan, risk mitigation and security strategy developed in the specifications and requirements.

3. Impact of the proposed solution

Technical bids must include an 'Impact Generation Plan' and evidence gathering all information regarding the generation of data in real settings, the improvement of results, and the obtaining of empirical evidence of results. Value is expected to be created in the tenderer's setting, with a specific focus on benefits for patients, healthcare professionals and the healthcare system of which they are a part.

The Impact Plan must include:

- A. Detailed description of the implementation of the results evaluation and how the data and results will be collected and managed during the implementation and use of the solution and the expected results in relation to the requirements of the integrated solution in the hospital routine. It should also include the plan for assessing user satisfaction.
- B. Detailed description of the performance reporting of the solution and the monitoring system and how the RaDAR solution addresses the outcomes specified in this Technical elaboration ensuring that value is delivered to each of the identified stakeholders and elements (patients, health workers, health system and socio-economic impact), in particular to user satisfaction, including health workers and patients.
- C. Detailed description of the test generation plan to be implemented during the project.
- D. Detailed description of how the proposal meets the ethical principles (including the highest standards of research integrity, in particular those set out in the European Code of Conduct for Research Integrity and, in particular, avoiding fabrication, falsification, plagiarism and other research misconduct) and possible proposal of the ethics committee.

The technical offer must comply with the minimum characteristics set out in the Project, under penalty of exclusion from the tender procedure. In the case of premium availment, the availment contract must be uploaded into the system.

This technical report must show that the offer meets all the minimum requirements set out in the relevant tender documents. It must also contain a detailed description of any improvements offered. The report in question, including any technical data sheets and/or information brochures, drawn up in Times New Roman font size 12 and using line spacing 1, must consist of no more than 50 (excluding/besides the cover page) in A4 format.

The absence of the Technical Report will result in automatic exclusion from the continuation of the tender.

Pages exceeding this number will not be considered for evaluation by the Commission.

In pursuance of the principle of good administrative action and in order to allow the most agile and rapid evaluation of the tender submitted, the aforementioned report must, under penalty of exclusion, be divided into paragraphs.

The technical offer, **under penalty of exclusion**, must be signed with a digital signature by the legal representative of the company or by his authorised representative. In the case of associated competitors, the offer must be signed by all the associates.

The economic operator shall enclose a signed declaration containing the details of the tender that are covered by confidentiality, adequately explaining the reasons why any parts of the tender are to be kept secret. To this ~~and~~ the tenderer shall also enclose a signed copy of the technical report adequately blacked out in those parts deemed to constitute technical and commercial secrets. This is without prejudice to the contracting authority's right to assess the validity of the reasons put forward and to ask the tenderer to prove the tangible existence of any technical and commercial secrets.

In any case, it is recommended not to indicate or in any case not to provide the data of the economic offer in the section on the technical offer, **under penalty of exclusion from the procedure**.

17. CONTENT OF THE OFFER ECONOMIC

With reference to this procedure, the tenderer must, under **penalty of exclusion**, send and deliver to the Administration through the System, an Economic Offer according to the following procedure and modalities:

-entry in the appropriate section of the System of the price offered in figures only; these values will be reported on an offer statement generated by the System in .pdf "Economic offer" format, which the tenderer must send and submit to the Administration through the System after having: i) downloaded and saved it on its PC; ii) digitally signed it;

Up to three decimal places shall be taken into account, with the consequent truncation of the rebates formulated with a greater number of decimal places (e.g.: indicated rebate 1.2449% shall mean 1.244%). In the event that the tenderer does not indicate three decimal places, the missing decimal places shall be considered to be zero (e.g.: indicated rebate 1% shall be understood as 1.000%).

In the event of a discrepancy between the total price offered and the discount offered, only the price offered will be taken into account.

The Administration, through the Project Manager, shall in any case ascertain the congruity of the Offer also in relation to the aforesaid amounts, which shall be congruous respectively in relation to the provisions of Article 110, paragraph 2 of Legislative Decree No. 36/2023, as amended and supplemented.

The economic offer will include the improved supplies offered by the tenderer.

Economic offers at par or increasing compared to the basic tender amount are not permitted, even if they are supplemented by supplies offered by the bidder in increase.

The economic offer, **under penalty of exclusion, is signed in** the manner indicated for signing the application in the preceding paragraphs.

18. AWARD CRITERION

The contract shall be awarded by applying the criterion of the most economically advantageous offer identified on the basis of the best quality/price ratio, pursuant to Article 108, paragraph 2, of Legislative Decree No. 36/2023.

The technical offer and the economic offer will be evaluated on the basis of the following scores:

	MAXIMUM SCORE
Technical Offer Score	70
Economic Offer Score	30
TOTAL	100

19. EVALUATION CRITERIA FOR THE TECHNICAL OFFER

The scoring of the technical offer is awarded on the basis of the evaluation criteria listed in the table below with the relevant distribution of scores.

The technical offer submitted by suppliers must include all information relevant to assessing the award criteria. The award criteria depend on a value judgement, which are established using a weighted system according to the importance of the specific criterion in the evaluation of the offer. The award criteria are associated with value judgements such as "excellent", "very good", "good", "fair", "poor" or "failed" and a minimum threshold value. Bids with an award criterion score below the threshold will be excluded.

Value judgement	Score	
Failed. The criterion was not addressed	0	0
Poor. Either the criterion has not been adequately addressed or there are serious inherent weaknesses and not all evaluation elements are taken into account.	1	2
Fair. The proposal generally meets the criterion, but has significant weaknesses and not all evaluation elements are addressed.	2	4
Good. The proposal meets the criterion well overall (all evaluation elements are addressed), but some shortcomings are present.	3	6
Very Good. The proposal meets the criterion very well overall (all evaluation elements are addressed), but some shortcomings are present.	4	8
Excellent. The proposal successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.	5	10

Offers will be evaluated individually and compared with each other, based on the contents explained and detailed above, and will be evaluated according to the following criteria.

	Minimum Score	Maximum Score
1. Technology and innovative excellence of the proposed solution		
1.1 Detailed description of the proposed RaDAR solution	12	30

1.1.1 Standard and innovative technologies (MANDATORY REQUIREMENTS)		
Rapid detection of community micro-organisms	4	10
Rapid detection and management information system	4	10
Training and support	2	5
1.1.2 Standard and innovative technologies (OPTIONAL REQUIREMENTS)	2	5
1.2 How the RaDAR solution will be incorporated into the healthcare provider's infrastructure and the resulting clinical workflow	4	10
1.3 Technology integration plan in the HIS and interoperability of the solution	4	10
1.4 Compliance of the proposed solution with regulatory requirements	2	5
2. Operationalisation and implementation of the proposed solution		
2.1 Strategy for the Integration of the Solution into the Contracting Authority's Health Services Organisation	8	20
2.1.1 Strategy for the relationship between the contractor and the contracting authority, for change management and involvement of the main stakeholders in the process (i.e. patients and health workers) and user training	4	10
2.1.2 Support, maintenance and training services	2	5
2.1.3 Timetable of the proposed phases in accordance with the Terms of Reference and the Service Return Plan at the end of the contract	2	5
3. Quality of design and development		
3.1 Contract Governance, Project Management, Schedule, Activities and Monitoring Activities	2	5
3.2 Qualitative aspects of the design and development of integral solutions	2	5
3.3 Risk Assessment Plan, Risk Mitigation Strategy and Security	2	5
4. Generating impact and evidence through the proposed solution		
4.1 Evaluation of the results of implementation	2	5
4.2 RaDAR performance and monitoring system reporting (value-based model), ethical aspects	2	5
Total	40	100

There is ' a minimum threshold of 40 points of the overall technical score. The competitor will be excluded from the tender if it scores below this threshold.

19.1 COEFFICIENT ALLOCATION METHOD FOR CALCULATING THE SCORE OF THE TECHNICAL OFFER

The technical proposal will be evaluated in relation to the criteria subject to value judgement according to the numerical values established for each criterion and sub-criterion, and then the different proposals evaluated will be ranked in descending order. The following formula will be applied to obtain the score for each offer:

$$PVT = 70\% \times \left(\frac{PV_o}{PV_{MO}} \times 100 \right)$$

POT: Technical Offer Score
 70% = Weighting value
 PVo = Score of the evaluated offer.
 PVmo = best score of all offers.

19.5 METHOD OF AWARDING THE COEFFICIENT FOR CALCULATING THE SCORE OF THE ECONOMIC OFFER

The score for the economic offer will be awarded on the basis of the price offered, compared with the lowest price. Therefore, the Evaluation Committee will rank the prices of the offers in descending order, and the following formula will be applied to obtain the score for each economic offer:

$$POE = 30\% \times \left(\frac{P_{mo}}{P_{po}} \times 100 \right)$$

POE: Economic Offer Score
 30% = Weighting value
 Pmo = lowest price among all offers.
 Ppo = Price of the evaluated offer

METHOD FOR CALCULATING FINAL SCORES

The committee, having completed the attribution of coefficients to the qualitative and quantitative elements, will proceed, in relation to each offer, to attribute the scores according to the following method:

$$POC = POT + POE$$

20 JURY

The jury is appointed, pursuant to Article 93 of the Code, after the deadline for the submission of tenders and is composed of three members, experts in the specific sector to which the subject of the contract refers. The commissioners shall not be subject to any grounds for refusal of appointment pursuant to Article 93, paragraph 5 of the Code. To this end, they shall issue the declarations for this purpose provided for by the current PIAO of the University. The Selection Committee is responsible for the evaluation of the technical and economic bids of the tenderers and assists the RUP in assessing the fairness of the technical and economic bids. The Commission, with reference to both the technical and economic offers, shall conclude its work as follows:

Number of offers received	Number of days allocated for evaluation
From 1 to 5 offers	Total 3 days
5 to 10 offers	Total 6 days

If the number of Bids to be examined is higher than the maximum number indicated in the above table, the RUP will assess and communicate the time to be allocated to the Commission for the completion of its work.

21 TENDER OPERATIONS : VERIFICATION OF ADMINISTRATIVE DOCUMENTATION

The tender procedure will be opened on the day and at the time indicated in the letter of invitation by a Tender Committee that will proceed, in public session, operating through the System, to carry out the following activities:

- 21.1 check the completeness of the administrative documentation submitted;
- 21.2 verify the conformity of the administrative documentation with the requirements of these specifications;
- 21.3 activate the procedure of the preliminary investigation procedure;
- 21.4 draw up minutes of the activities carried out;
- 21.5 determine exclusions and admissions to the continuation of the tender procedure.

This is without prejudice to the possibility of requesting the tenderer, at any time during the procedure, to submit all or part of the additional documents where this is necessary to ensure the proper conduct of the procedure.

The continuation of the procedure is restricted to admitted competitors.

The communications referred to in Article 90 of the Code will be made through the system.

The inclusion of price-related elements in documents contained in the administrative documentation results in the **exclusion of the tenderer from the tender procedure**. The Tender Committee shall proceed as indicated above under (e).

Please note that the tenderer may attend the public session by connecting to the link provided in the public notice. Please note that it is necessary to identify the delegates of the economic operator wishing to attend the session by sending the proxy and a photocopy of the identification document through the System (Communication with suppliers section) or to the pec address: dip.sanitapubblica@pec.unina.it.

Verification of the administrative documentation will take place, pursuant to Article 24 of the Code, through the use of the FVOE system, made available by ANAC, in the manner set out in Resolution No. 157/2016 Resolution No. 464/2022, pending the establishment of the National Database of Economic Operators.

For the purposes of registration with the FVOE, non-resident Economic Operators without a permanent establishment in Italy shall provide themselves with a certified e-mail address or a similar instrument in the other Member States.

22 OPENING AND EVALUATION OF TECHNICAL AND ECONOMIC OFFERS

At the end of the examination of the administrative documentation, the jury, in public session, will proceed to open the technical offer and verify the presence of the documents required by these specifications, as well as to open the financial offers.

For the modalities of the public meetings, please refer to the provisions of Article 21 above.

In one or more reserved sittings, to be conducted in accordance with the operating procedures set out in Article 21, the Commission will examine and evaluate the technical bids submitted and assign the relevant scores by applying the criteria and formulas indicated in these specifications. The Commission will proceed to the repartition of the scores according to the previous points. Subsequently, the Committee will proceed, in a session open to the public, the date of which will be communicated in advance through the System, as well as through publication on the University website, to the opening of the Financial Offers.

At the same session open to the public, the Commission will make the competitors visible through the System:

- (a) the 'technical scores' (TP) awarded to the individual technical offers submitted for each lot, already repartitioned;

- b) following the unblocking and opening of the economic offers, the total price offered. The relevant evaluation will be carried out automatically by the system, as described in point 18;

The fulfilment of the requirements of Article 90(1)(d) of the Code will be delegated to the Department, which will proceed through the system.

Should it be declared, by a competitor or an auxiliary company, that a situation of control within the meaning of Article 2359 of the Italian Civil Code exists with another competitor, the Commission, after the aforementioned public session, will proceed, in a subsequent reserved session, to the relative verifications, with the admission or exclusion of the competitors involved. In this case, the documentation required for verification will be requested through the system (or by pec). The results of the verification will be communicated at a subsequent public session.

At the end of the above operations, the commission, in public session, shall proceed in accordance with the provisions of point 23. If it identifies bids that exceed the anomaly threshold referred to in article 110 of the Code, and in any other case in which, on the basis of specific elements, the bid appears abnormally low, the Committee shall close the public session and notify the RUP, which shall proceed in accordance with the provisions of paragraph 23 below. At any stage of the evaluation of the technical and economic bids, the Commission shall promptly notify the Department of any exclusions to be ordered for:

- **failure to separate the economic offer from the technical offer, or the inclusion of elements concerning the price in documents contained in the technical offer;**
- submission of partial, multiple, conditional, alternative bids;**
- presentation of inadmissible offers, pursuant to Art. 70(4) of the Code.**

At any stage of the tender operations, the Tender Committee shall promptly notify, through the Office responsible for the tender procedure, pursuant to Article 90, para. 1 of the Code, the cases of exclusion for

- submission of partial, multiple, conditional, alternative bids;
- presentation of inadmissible offers, pursuant to Art. 70(4) of the Code.

23 VERIFICATION OF TENDER ANOMALIES

If the conditions set out in Article 110 of the Code are met, and in any other case in which, on the basis of specific elements, the tender appears abnormally low, the RUP, with the assistance, if deemed necessary, of the Commission, shall assess the congruity, seriousness, sustainability and feasibility of the tenders that appear abnormally low.

The OR requests the tenderer to submit written explanations, if necessary indicating the specific components of the tender considered anomalous.

To this end, it shall set a time limit of not less than 15 days from receipt of the request.

The RUP, possibly with the support of the Commission, examines in a confidential session the explanations provided by the tenderer and, where it considers them insufficient to exclude the anomaly, may request, also through an oral hearing, further clarifications, assigning a maximum time limit for the reply.

The results of the RUP's evaluations are forwarded to the Tender Commission, which announces them at a subsequent public session, as specified in point 24 below.

24 AWARDING OF THE CONTRACT AND CONCLUSION OF THE CONTRACT

The award proposal is formulated by the jury in favour of the tenderer who submitted the best offer. With this, the Commission closes the tender procedure.

If the Project Manager has verified the congruity of the anomalous bids, the results of the verifications carried out by the latter are forwarded to the Commission, which makes the consequent determinations in public session.

If no offer is found to be convenient or suitable in relation to the subject matter of the contract, the Administration reserves the right not to award the contract pursuant to Art. 108, para. 10 of the Code.

The administration reserves the right to suspend, re-award and/or not award the tender for good reasons.

The Administration also reserves the right not to enter into the contract and not to authorise the subcontract or sub-sub-contract if, following the checks pursuant to the combined provisions of Articles 84 and 91 of Legislative Decree No. 159/2011 (Anti-Mafia Code), the application of the measures pursuant to Article 67 of the aforementioned code or any attempts of mafia infiltration are found to exist.

Verification of the general and special requirements will take place, pursuant to Article 99 of the Code, on the tenderer to whom the contracting authority has decided to award the contract.

Before awarding the contract, the Administration proceeds to:

1) request, pursuant to art. 90 of the Code, from the competitor to which it has decided to award the tender the documents, for the purpose of proving the absence of the grounds for exclusion under articles 94 et seq. of the Code (with the exception, with reference to subcontractors, of art. 94, para. 6 of the Code) and compliance with the selection criteria under art. 100 of the same Code. The acquisition of the aforementioned documents will take place through the use of the FVOE system.

2) request - where the tender fairness check has not been carried out - the documents necessary for the verification referred to in Article 110(5) of the Code for which the Project Manager is responsible.

The competent body, after approval of the relevant award proposal by the Tender Commission pursuant to Art. 17 (5) of the Code, awards the tender.

As from the awarding of the contract, the contracting authority shall, within five days, proceed to the communications referred to in Article 90(1)(b) and (c) of the Code.

The award becomes effective, pursuant to Art. 17(5) of the Code upon the positive outcome of the verification of the possession of the requirements referred to in No. 1) above.

Pursuant to Article 17(8) of the Code, the administration may authorise the execution of the contract as a matter of urgency.

In the event of a **negative outcome of the verifications, or failure to prove the requirements**, the company awarded the contract will be declared disqualified from the award by order of the competent Director, with notification of the fact to the ANAC and subject to action for compensation for any further damage.

Once the award has become effective, the company awarded the contract must deliver to the Department of Public Health the documentation required for the conclusion of the contract, within the deadline indicated by the Administration, starting from the date of receipt, by PEC, of the relative communication.

The conclusion of the contract is subject to the positive outcome of the checks provided for by the current legislation on the fight against the mafia (Legislative Decree 159/2011, the so-called Anti-Mafia Code) without prejudice to the provisions of Article 88 paragraph 4-bis and 89 and Article 92 paragraph 3 of Legislative Decree 159/2011. In particular, the current legislation on the fight against the mafia (Legislative Decree 159/2011, the so-called Anti-Mafia Code) applies. Moreover, pursuant to the provisions of Article 3 of Law no. 120 of 11 September 2020, converting decree-law no. 76, after consulting the database, the contracting authority shall proceed with the conclusion of the contract for which the provisional disclaimer has been issued, provided that the situations referred to in Articles 67 and 84, paragraph 4, letters a), b) and c) of Legislative Decree no. 159 of 6 September 2011 do not arise in respect of the persons subject to anti-mafia checks.

The conclusion of the contract, pursuant to the provisions of the aforementioned article, will be subject to a resolutive condition, without prejudice to further verifications for the purpose of issuing anti-mafia documentation to be completed within sixty days.

This is without prejudice to the subsequent termination of the contract if elements relating to attempts of mafia infiltration as referred to in Article 92(4) of Legislative Decree 159/2011 are subsequently ascertained.

The conclusion of the contract shall take place, pursuant to Art. 55, para. 1 of the Code, within 30 days after the award has become effective, without prejudice to the exercise of the powers of self-defence in the cases permitted by the laws in force and without prejudice to the hypothesis of postponement expressly agreed upon with the successful tenderer, provided it is justified by the interest in the prompt performance of the contract.

Upon conclusion of the contract, the successful tenderer shall submit the final guarantee to be calculated on the contractual amount, in accordance with the measures and procedures provided for in Articles 53 and 117 of the Code.

The contract shall be concluded electronically, in public administrative form by the Clerk of the Court or his substitute, in the event of absence or impediment. It should be noted that an express termination clause shall be

included in the contract in the event of annulment of the award following a court decision. Furthermore, the contract shall contain a specific clause in which the contractor declares that he has read and is aware of the aforementioned acts and that he is aware of the University's right to terminate the contract in the event of breach of the obligations arising from the National and University Codes of Conduct. It should also be noted that the contract shall include a specific "anti-pantouflage" clause in accordance with the provisions of the current Integrated Plan of Activities and Organisation of the University.

The successful tenderer shall deposit, before or at the same time as signing the contract, the continuous cooperation, service and/or supply contracts referred to in Art. 119(3)(d) of the Code.

If the documentation requested for the stipulation of the contract is not complete or does not comply with what is requested or is not received within the term established in the Administration's request sent via PEC, without prejudice to the Administration's right to request additional documentation and to grant extensions for specific and proven needs - in any case within the limits of compatibility with any urgencies of the Administration - the company awarded the contract will be declared forfeited from the award and the Administration reserves the right to take action for compensation for any further damages.

The tender contract is subject to the obligations regarding the traceability of financial flows pursuant to Law No. 136 of 13 August 2010.

Pursuant to Article 119(2) of the Code, the contractor shall, for each subcontract that does not constitute a subcontract, notify the amount and subject matter of the subcontract, as well as the name of the subcontractor, before the commencement of the service.

The expenses relating to the publication of the notice on the results of the award procedure, pursuant to Article 225, co. 1 of the Code and Ministerial Decree of 2 December 2016 (OJ 25.1.2017 no. 20), shall be reimbursed by the successful tenderer to the contracting station within the term of sixty days from the Administration's request. The contracting authority shall inform the successful tenderer of the actual amount of the above-mentioned expenses, providing evidence thereof, as well as the relevant payment terms. The successful tenderer shall also be responsible for all contractual expenses, fiscal charges such as taxes and duties - including registration fees where due - relating to the conclusion of the contract.

Finally, it should be noted that, in implementation of the provisions of the current Integrated Plan of Activities and Organisation of the University, the conditions of performance of the service offered by the successful bidder shall be published on the University website (subject to verification of the reasoned and documented declarations made in the bid concerning the presence of technical or trade secrets).

25 ACCESS TO RECORDS

Access to the records of the procedure is permitted in compliance with the provisions of Article 53 of Legislative Decree No. 50/2016 and the current provisions on the right of access to administrative documents by means of a request to be forwarded by pec to the address urp@pec.unina.it.

26 SETTLEMENT OF DISPUTES

Disputes arising from the contract shall be settled by the Court of Naples, with arbitration expressly excluded.

27 PROCESSING OF PERSONAL DATA

Pursuant to Article 13 of EU Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter also "EU Regulation" or "GDPR"), the Administration provides the following information on the processing of personal data.

Purpose of processing

- The data provided by tenderers are collected and processed by the Administration in order to verify the

existence of the requisites required by law for participation in the tender and, in particular, for the purpose of verifying the administrative and technical-economic capacities of such entities, as well as for the purpose of awarding the contract, in fulfilment of precise legal obligations deriving from the regulations on tenders and public contracts;

- The data provided by the successful tenderer are acquired by the Administration for the purpose of the conclusion of the Contract and for the fulfilment of the legal obligations connected therewith, as well as for the economic and administrative management and execution of the Convention itself.
- All data acquired by the Administration may also be processed for study and statistical purposes in compliance with the rules laid down in the EU Regulation.

Legal basis and nature of conferment

The competitor is obliged to provide the data to the Administration, due to legal obligations arising from procurement and public contract regulations. The refusal to provide the data requested by the Administration could result, depending on the case, in the impossibility of admitting the competitor to participate in the tender or its exclusion from it or the forfeiture of the award, as well as the impossibility of concluding the contract.

Nature of data processed

The data processed for the purposes specified above are of the following nature: i) common personal data (e.g. personal details and contact details); ii) data relating to criminal convictions and offences (so-called "judicial" data) pursuant to art. 10 of the EU Regulation, limited to the sole purpose of assessing the possession of the requirements and qualities envisaged by the applicable legislation in force for the purposes of participation in the tender and the awarding of the contract. On the other hand, data falling within the "special categories of personal data" (so-called "sensitive"), pursuant to Article 9 of the EU Regulation, are not requested.

Modalities of data processing

The data will be processed by the Administration in such a way as to guarantee the necessary security and confidentiality and may be carried out by means of manual, paper-based, computerised and telematic tools suitable for processing the data in compliance with the security measures laid down in the EU Regulation.

Scope of communication and dissemination of data

The data may be:

- processed by the staff of the Administration in charge of the tender procedure and the execution of the Contract, by the staff of other offices of the same that carry out related activities, as well as by the offices that deal with activities for study and statistical purposes;
- communicated to self-employed collaborators, professionals, consultants, who provide consultancy or assistance to the Administration regarding the tender process and the execution of the Contract, also for possible legal protection, or for sector studies or statistical purposes;
- communicated to any external parties who are members of the adjudication and acceptance committees to be set up from time to time;
- communicated to other tenderers who request access to tender documents to the extent permitted under Law No 241 of 7 August 1990;
- communicated to the National Anti-Corruption Authority, in compliance with the provisions of AVCP Determination No. 1 of 10/01/2008.

The name of the successful bidder and the contract award price will be disclosed on the website www.unina.it. In addition to the above, in compliance with legal obligations requiring administrative transparency (Art. 1, paragraph 16, lett. b, and paragraph 32 L. 190/2012; Art. 35 D. Lgs. no. 33/2012; as well as art. 29, still in force, of Legislative Decree 50/2016), the competitor/contractor acknowledges and consents that the data and documentation that the law requires to be published, be published and disseminated, if the conditions are met, through the "Transparency" section of the website www.unina.it.

Data may be transferred to an international organisation in fulfilment of legal obligations, in which case the transfer will take place in accordance with the requirements of the EU Regulation.

Data retention period

The data retention period is 10 years from the conclusion of the execution of the Contract, due to the potential legal actions that may be exercised. Furthermore, the data may be stored, also in aggregate form, for study or statistical purposes in compliance with Art. 89 of the EU Regulation.

Automated decision-making

In the context of the tender phase, there is no automated decision-making process.

Rights of the competitor/interested party

Data subject' means any natural person whose data is transferred by the competitor to the administration.

The data subject is granted the rights set out in Articles 15 to 23 of the EU Regulation. In particular, the data subject has the right to: *i)* obtain, at any time, confirmation as to whether or not personal data relating to him or her are being processed; *ii)* the right to access his or her personal data in order to know the purpose of the processing, the category of data processed, the recipients or categories of recipients to whom the data are or will be communicated, the period of storage of the data or the criteria used to determine that period; *iii)* the right to request, and where applicable obtain, rectification and, where possible, erasure or, again, restriction of processing and, finally, may object, on legitimate grounds, to their processing; *iv)* the right to data portability, which will be applicable within the limits set out in Art. 20 of the EU Regulation.

If, when exercising the right of access and related rights, the response to the request is not received within the legal deadlines and/or is unsatisfactory, the data subject may assert his or her rights before the judicial authorities or by addressing the Garante per la protezione dei dati personali by means of a complaint, appeal or report.

Data Controller and Data Protection Officer

The data controller is the University of Naples Federico II, which has appointed its own Data Protection Officer.

Any request concerning the processing of the personal data provided and the exercise of rights should be addressed to the Data Protection Officer (DPO), who can be contacted at the following email address: uff.privacy@pec.unina.it.

Consent for personal data processing

Having acquired the above information, by submitting the offer and/or signing the Contract, the legal representative pro tempore of the tenderer/tenderer acknowledges and expressly consents to the processing, as defined above, of personal data, including judicial data, concerning him/her.

The tenderer undertakes to comply with the obligations of information and consent, where necessary, with regard to the natural persons (Interested Parties) whose personal data are provided within the framework of the award procedure, as regards the processing of their Personal Data, including judicial data, by the Administration for the purposes described above.

28 DECLARATIONS PROVIDED FOR IN THE CURRENT INTEGRATED PLAN OF ACTIVITIES AND ORGANISATION OF THE UNIVERSITY (PIAO)

In compliance with the current PIAO [Form B12], declarations were made on 08.01.2024 and entered in the protocol under No. 2809 of 09.01.2024 by the Director of Public Health and the Head of the Department's Accounting and Budget Office, by the staff unit in charge, attesting:

- a) that it is not aware of any conflict of interest situation, even potential, envisaged by the Code of Conduct in force, without prejudice to the obligation to abstain should it come to its knowledge at a later stage or in any other case in which there are serious reasons of convenience;
- b) that I have not been convicted, not even by a final judgment, of any of the offences referred to in Chapter I of Title II of Book II of the Penal Code - pursuant to Article 35-bis, paragraph 1, letter c) of Legislative Decree no. 165/2001, as amended and supplemented - and that I am not, therefore, in the situations of incompatibility referred to in Law no. 190/2012 (the so-called Anti-Corruption Law) and Legislative Decree no. 39/2013;
- c) to undertake, should any of the conditions of incompatibility or abstention referred to in the aforementioned rules arise at any time after taking up the appointment, to immediately abstain from the function and to promptly inform the Office responsible for the tender procedure and the Department of Public Health thereof;
- d) that they are not in the conditions set out in Article 16(1) of Legislative Decree 36/2023.

29 RULES OF CONDUCT FOR USING THE SYSTEM

Competitors and, in any case, all users of the System are obliged to use the System itself in good faith and exclusively for the purposes permitted and specified above, and are also liable for violations of the legal and regulatory provisions on the procurement of goods and services of the Public Administration and for any kind of

administrative, civil or criminal offence.

Competitors and, in any case, all users of the System undertake to behave in such a way as to avoid any disruption in the proper conduct of the tender procedures through the System, with particular reference to conduct such as, but not limited to: bid-rigging, phantom bids, cartel agreements.

In the event of non-compliance with the above, the Administration will report the fact to the judicial authorities, to the National Anti-Corruption Authority, and to the Observatory on Public Contracts for Works, Supplies and Services for the appropriate measures.

Except in the event of wilful misconduct or gross negligence, Consip S.p.A. and the System Operator shall in no event be held liable for any kind of damage, whether direct or indirect, for loss of profit or consequential damage, that users of the System, and, in any case, competitors and Administrations or third parties may suffer as a result of or in connection with access to, use, failure to use, operation or non-operation of the System and the services offered by the same.

All the contents of the www.acquistinretepa.it website and, in general, the services relating to the System, provided by the MEF, Consip S.p.A. and the System Operator are made available and provided as they appear on the aforementioned website and the System.

The MEF, Consip S.p.A. and the System Operator do not guarantee that the content of the www.acquistinretepa.it site and in general all the services offered by the System will meet the requirements, needs or expectations, expressed or implied, of other users of the System.

Consip S.p.A. and the System Operator do not assume any liability towards the Administrations for any non-performance by Suppliers and for any damage of any nature caused by them.

By registering and submitting their bids, bidders shall indemnify and hold harmless the MEF, Consip S.p.A., the Administration and the System Operator, indemnifying them for any prejudice, damage, costs and charges of any kind, including any legal fees, that may be suffered by the latter and/or by third parties as a result of violations of the rules contained in these Tender Rules and Regulations, their annexes, incorrect or improper use of the System or violation of the regulations in force.

In the event of any of the above violations, legal or regulatory provisions or irregularities in the use of the System by tenderers, in addition to the provisions of the other parts of these Tender Rules and Regulations, the MEF, Consip S.p.A., the Administration and the System Operator, each within their respective spheres of competence, reserve the right to take action for compensation for any direct and indirect damages, financial and image damages that they may have suffered.

Digitally signed by
Director of the Department of Public Health
Prof. Giancarlo Troncone