

## A. INSTRUCTIONS TO TENDERERS

### PUBLICATION REF.: AL/LAB OT/01/25

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

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

### 1. Supplies to be provided

- 1.1 The subject of the contract is the supply, delivery at AKU (National Food Authority) laboratories of Skutari, Fier, Gjirokaster and Tirana, put into operation and testing, implementation of warranty provisions of the below laboratory equipment, including accessories. The exact place of delivery of the goods will be specified in the final contract with the selected economic operator. The supply is divided into five lots, specified as follows:

1. LOT 1: Laboratory Systems for water purification
2. LOT 2: UV-VIS spectrophotometric systems
3. LOT 3: Systems for analysis of Kjeldahl nitrogen (TKN), proteins and ammoniacal nitrogen
4. LOT 4: Laboratory equipment
5. LOT 5: Technical furnishings

The details relating to the technical specifications required for the goods of each lot are present in the word format attachments in subfolder B of this tender dossier: the files are called "**AnnexII\_TypicAL\_LOT XX\_Technical Offer**", there are five files (one for each lot).

- 1.2 The items that will be offered and quoted must fully comply, under penalty of exclusion from the tender, with the technical specifications listed in the technical annex (as specified in the previous point) contained in folder B of this tender dossier. The supplies must also comply with the drawings, quantities, models, samples, measurements and other instructions provided by the Contracting Authority

- 1.3 Offers may be submitted for a single lot, several or all lots. Bids limited to a part of the lot or conditional offers will be considered invalid and excluded from evaluation. In the event of multiple lots being offered, a separate bid must be submitted for each lot, following the procedures specified in this tender dossier.
- 1.4 The implementation period of 60 days, in accordance with the contract notice.
- 1.5 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

## 2. Timetable

	DATE	TIME
<b>Clarification meeting / site visit (if any)</b>	Not applicable	Not applicable
<b>Deadline for requesting clarifications from the contracting authority</b>	August 12 <sup>th</sup> 2025	-
<b>Last date on which clarifications are issued by the contracting authority</b>	August 25 <sup>th</sup> 2025	-
<b>Deadline for submission of tenders</b>	September 5 <sup>th</sup> 2025	11.59 PM

\* Provisional date

## 3. Participation

- 3.1. The eligibility requirements detailed in the Contract Notice apply to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer and every capacity-providing entity must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice, or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the Practical Guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide, tenderers may also be excluded from EU-financed procedures and be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour that they are not in any of these exclusion situations. Such declarations must also be submitted by any capacity-providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

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

- 3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.4. Subcontracting is not allowed.

## **4. Origin**

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

## **5. Type of contract**

Unit-price: the total contract value is based upon the price of all the individual lots awarded.

## **6. Currency**

Tenders must be presented in Euro.

## **7. Lots**

This tender procedure is divided into 5 lots, specified in paragraph 1 of these instructions to tenderers and in “**AnnexII\_TypicAL\_LOT XX\_Technical Offer**” in Folder B of this tender dossier (as specified in point 1.1 of these instructions to tenderers). Each lot will be evaluated separately, and the Contracting Authority (CIHEAM Bari) reserves the right to award each lot independently. Offers may be submitted for a single lot, several or all lots. Bids limited to a part of the lot or conditional offers will be considered invalid and excluded from evaluation. In the event of multiple lots being offered, a separate bid must be submitted for each lot, following the procedures specified in this tender dossier.

## **8. Period of validity**

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## 9. Language of tenders

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

If the supporting documents are not written in English, a translation must be attached.

## 10. Submission of tenders

- 10.1 **Tenders must be sent to the contracting authority before September 5th 2025 at 11:59 PM.** They must include all the documents specified in point 11 of these Instructions and be sent by email to the following address:

[gareappalti@iamb.it](mailto:gareappalti@iamb.it)

[typic.al@iamb.it](mailto:typic.al@iamb.it) (in Carbon Copy 'cc')

- 10.2 All tenders, including annexes and all supporting documents, must be submitted :

- a) at the above email address;
- b) the subject should contain:
  - the reference code of this tender “AL/LAB OT/01/25”;
  - “Offer” and “Name of the tenderer”.

Please note that if you don't receive the acknowledgement of your message reception within 48 hours, you are kindly requested to enquiry at [typic.al@iamb.it](mailto:typic.al@iamb.it).

## 11. Content of tenders

The tender must include a technical offer, a financial offer and documentation which must be submitted as per paragraph 10. Tenderers are invited to consult at the end of these Instructions the 'List of documents to be submitted with the tender and during the procedure'. The list of documents summarises as follows:

- Supporting documents of the technical offer.
- The supporting documents of the financial offer.
- The other documentation.
- The “Declaration on Honour on exclusion and selection criteria”.

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

### Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
  - User instructions sessions.

The technical offer should be presented as per template (**AnnexII\_TypicAL\_LOT XX\_Technical Offer**) adding separate sheets for details if necessary.

## **Part 2: Financial offer:**

- A financial offer calculated on a DDP<sup>1</sup> basis for the supplies tendered, including if applicable:
  - Delivery at destination
  - User instructions sessions.

This financial offer should be presented as per template (Annex III, Financial Offer), adding separate sheets for details if necessary.

## **Part 3: Documentation:**

To be supplied using the templates attached\*:

The "Tender form for a supply contract", duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium, and capacity-providing entities or subcontractors (if any)). A copy of the signed original Declaration shall be submitted. The original shall be kept by the tenderer and might be requested by the Contracting Authority.

- The details of the bank account into which payments should be made (financial identification form).
- The legal entity file and the supporting documents.

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions.
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex\* refers to templates attached to the tender dossier. These templates are also available on: [https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesC\(Ch.4\):Supplies](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesC(Ch.4):Supplies)

## **12. Taxes and other charges**

The applicable tax and customs arrangements are the following:

Costs should be estimated net of any applicable taxes and other charges such as VAT. Amounts related to any applicable taxes and other charges such as VAT should be presented by the tenderer in a separate column of the Financial Offer (Annex III).

## **13. Additional information before the deadline for submission of tenders**

13.1 The tender dossier should be clear enough so that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

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<sup>1</sup> DDP (Delivered Duty Paid) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>

Tenderers may submit questions, both administrative and technical, up to 21 days before the deadline for submission of tenders via email to the following address and format:

Address: [gareappalti@iamb.it](mailto:gareappalti@iamb.it)

[typic.al@iamb.it](mailto:typic.al@iamb.it) (in Carbon Copy 'cc')

The subject of the email should contain:

- the reference code of this tender “AL/LAB OT/01/25”;
- “Request for Clarification” and “Name of the tenderer”.

Any clarification of the tender dossier will be communicated simultaneously via email to all tenderers at the latest 8 days before the deadline for submitting tenders.

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

## **14. Clarification meeting / site visit**

- 14.1. No clarification meeting / site visit planned. Visits by individual prospective tenderers cannot be organised during the tender period.

## **15. Alteration or withdrawal of tenders**

- 15.1 After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender or withdraw it and replace it with a new one.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10.

- 15.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

## **16. Costs of preparing tenders**

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

## **17. Ownership of tenders**

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

## **18. Joint venture or consortium**

Participation in this tender is restricted to individual legal companies (legal entities) only. An offer coming from joint ventures, consortia, or any kind of grouping of firms is not permitted.

## 19. Opening of tenders

- 19.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.
- 19.2 The committee will draw up minutes of the evaluation meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 20. Evaluation of tenders

### 20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

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

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

### 20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant. The items that will be offered and quoted must comply, under penalty of exclusion from the tender, with the minimum technical characteristics listed in the technical annex.

The minimum qualifications required are to be evaluated at the start of this stage.

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



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

#### 20.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
  - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
  - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions will not be taken into consideration.

20.6 Award criteria: the sole award criterion will be the price. The contract will be awarded to the lowest tender, fully compliant with the required technical specifications.

#### 20.7 Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria and selection criteria (financial, economic, technical and professional capacity) set out in these instructions. Please note that a request for evidence in no way implies that the tenderer has been successful. **All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline.** In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence at short notice.

When requested, regarding the exclusion criteria, the tenderers should be able to provide the documentary proof or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in Section 2.6.10.1. of the practical guide.

This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender.



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

Failure to provide valid documentary evidence at the request and within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

If the successful tenderer fails to provide this documentary proof or statement or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

## **21. Notification of award**

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

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

## **22. Signature of the contract and performance guarantee**

- 22.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.2 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.
- 22.4 The performance guarantee referred to in the general conditions (Annex I in Folder B of this tender dossier) is set at 5% of the amount of the contract. The performance guarantee must be presented in the form specified in the annex to the tender dossier. It will be released within 60 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service.

## **23. Tender guarantee**

No tender guarantee is required.

## **24. Ethics clauses and code of conduct**

- 24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

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

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

##### **Zero tolerance for sexual exploitation, abuse and harassment:**

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

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

#### 24.3 Anti-corruption and anti-bribery

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

#### 24.4 Unusual commercial expenses

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

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

#### 24.5 Breach of obligations, irregularities or fraud

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

## 25. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

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

## 26. Appeals

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

## 27. Data Protection

On 5 July 2019 the CIHEAM adopted the “Security of the Information and Personal Data Protection Policy”, inspired by the same principles stated in the EU Regulation 679/2016 – General Data Protection Regulation and subsequent amendments and additions. To this end, processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the principles of lawfulness and fairness while respecting the confidentiality requirements.

## 28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.