

**Urgent negotiated procedure for the acquisition of high protection gowns against biological risk for emergency COVID-19 for Health Authorities of Region Piemonte (tender 52-2020).**

S.C.R. Piemonte S.p.A. notifies to all interested economic operators the need to proceed with the **URGENT** purchase of emergency material and devices as described in the present document and its annexes, in order to deal with the ongoing COVID-19 (CORONAVIRUS) health emergency in Regione Piemonte.

**This document is a summary of the full document published in Italian, which is the only official source of information concerning this tender.**

Please note that the products must comply with the minimum requirements, considered as essential elements of the offer, set out in the Product Table and the competitor, by participating in the tender, declares under its own responsibility that the products offered meet the minimum requirements under penalty of termination of the Framework Agreement.

It is specified that the starting prices are only to be considered purely indicative, therefore SCR Piemonte reserves the right to accept bids higher than the starting prices. Competitors who have offered prices higher than the auction bases may also be included in the merit ranking.

The entire procedure will be carried out through the platform SINTEL. In case of problems encountered during the loading of documentation through SINTEL, it will be possible, only for foreign companies, to send the documentation, as any request for information and clarification, to the following address: [emergenza.covid@scr.piemonte.it](mailto:emergenza.covid@scr.piemonte.it).

Any requests for information and clarifications on the subject, tender documentation, participation in the procedure and its progress, must be submitted in Italian, English or French and sent to the contracting authority by means of the "Procedure Communication" function, present on the SINTEL platform, in the "Details" interface of this procedure by and no later than **Monday 11 May 2020 at 12:00 p.m. – Italy time**).

All the communications within the tender procedure, with the exception of those referred to Articles 29 and 76 of Legislative Decree 50/2016, shall be made through the telematic system, and **published in SCR website**.

Please note that for further information concerning the tender you can contact Dr. Rosalia Manno mail to [rosalia.manno@scr.piemonte.it](mailto:rosalia.manno@scr.piemonte.it) phone +39 0116548397.

**1. TOTAL AMOUNT OF THE TENDER**

Euro **45,000,000.00**. (excluding VAT).

**2. DURATION OF THE CONTRACT**

The company acknowledges and accepts that the services requested must be performed for the duration of the months from the stipulation of the Framework Agreement and until 31 December 2020, possibly extendable.

### **3. ECONOMIC OPERATORS ADMITTED IN SINGLE AND ASSOCIATED FORM AND CONDITIONS OF PARTICIPATION**

Economic operators, also established in other Member States, may participate in this tender on an individual or associated basis, in accordance with the provisions of Article 45 of d. lgs. 50/2016, if they meet the requirements set out in the following articles of this document.

The provisions of Articles 47 and 48 of d. lgs. 50/2016 shall apply to entities constituted in an associated form.

### **4. GENERAL REQUIREMENTS**

Economic Operators who are involved in the cases referred to Article 80 of Legislative Decree no. 50/2016 are excluded from the tender. In view of the extreme urgency of the supply, verification of the requirements relating to art. 80, will be carried out in the manner provided for by Article 163, paragraph 7, of Legislative Decree no. 50/2016.

### **5. QUALIFICATION REQUIREMENTS**

Registration in the trade register of his own country, by certification, under his own responsibility, that the certificate produced has been issued by one of the professional or trade registers established in the country in which he is resident.

### **6. PAYMENT OF THE CONTRIBUTION TO THE ANTI-CORRUPTION AUTHORITY (ANAC)**

Please note that before signing the Framework Agreement, the economic operator will have to pay the contribution to ANAC and he will have to produce the receipt of the payment (please fill in annex 3).

### **7. PROCEDURE FOR THE SUBMISSION OF THE OFFER**

In order to take part in the tender, all interested economic operators must identify themselves by means of their access credentials on the SINTEL platform and enter the documents referred.

The platform SINTEL is accessible at the following link: <https://www.arca.regione.lombardia.it/wps/portal/ARCA/Home/e-procurement/piattaforma-sintel>

In case of problems encountered during the loading of documentation through SINTEL, it will be possible, **only for foreign companies**, to send the documentation, as any request for information and clarification, to the following address: [emergenza.covid@scr.piemonte.it](mailto:emergenza.covid@scr.piemonte.it).

The offer and the documents relating to it must be transmitted exclusively in electronic format, through SINTEL or through the email [emergenza.covid@scr.piemonte.it](mailto:emergenza.covid@scr.piemonte.it), no later than: **Tuesday 12 May 2020 Italy Time: 3:00 p.m.**

**In case of transmission of the offer by email, please indicate in the object the following sentence:**

**“Urgent negotiated procedure for the acquisition of high protection gowns against biological risk for emergency COVID-19 for Health Authorities of Region Piemonte (tender 52-2020)” – OFFER.**

In order to participate to the tender, the economic operator shall produce the following four documents:

1. Administrative documentation (annex 1)
2. Technical documentation
3. Economic offer (annex 2)
4. Declaration on ANAC contribution (annex 3)

## **8. ADMINISTRATIVE DOCUMENTATION**

The economic operator has to fill in the ANNEX 1 “Application and declarations” to the present document.

SCR Piemonte, in the subsequent control phase, will verify the truthfulness of the content of the statements. In the event of a negative outcome, S.C.R. Piemonte S.p.A. shall withdraw from the Framework Agreement, in accordance with the regulations in force, without prejudice to the payment of the value of the supplies already made and the reimbursement of any expenses already incurred for the execution of the remainder, within the limits of the benefits achieved, and shall report to the competent authorities.

All the above documents must be submitted, in original, in electronic format and digitally signed. If the competitor encounters problems with electronic signature, it will be possible to sign the required documentation in holographic mode and send a scan of it to the email [emergenza.covid@scr.piemonte.it](mailto:emergenza.covid@scr.piemonte.it).

## **9. TECHNICAL DOCUMENTATION**

The competitor must enter the following documentation called Technical Offer.

1. Copy of CE certification or declaration of conformity according to Regulation 2016/425;
2. Certificate of conformity to UNI EN 14126;
3. **Technical data sheet** drawn up in Italian or English or French in which the essential and particular technical characteristics of the products offered must be expressly indicated, in particular in this sheet (or in the attached documents) the following information must be reported (as an example):
  - product code attributed by the manufacturer and commercial name of the product offered;
  - manufacturer company, place of production and address of the manufacturer;
  - period of validity of the product and for sterile products sterilization method
  - disposal method
  - type of packaging

- number of pieces per package
- technical characteristics of the product which clearly show all the minimum characteristics required by the product table.

The technical data sheet must specify the compliance with the standards required in the Product Table for each lot. In the absence of these indications in the technical data sheet, it will be necessary to present a declaration of conformity to the required standards.

If the technical data sheet is written in a different language than those indicated above, it must be accompanied by translation in Italian, English or French.

**The required documentation (EC certificates, technical data sheet and declaration of compliance with standards) is necessary for the assessment of the suitability of the products offered. The transmission of the pictures of the products offered is not sufficient for the evaluation of the products.**

**Please note the following:**

(i) All the elements declared and contained in the technical offer will constitute contractual obligations additional to those provided for in the tender documents without this entailing additional costs for the contracting authority.

(ii) The technical offer must comply with the minimum characteristics set out in the Product Table, under penalty of exclusion from the procedure or termination of the Framework Agreement, in compliance with the principle of equivalence set out in art. 68 of the Code.

(iii) The manuals, sheets, reports, documents and all the documents of which the technical offer is composed must be digitally signed, by the legal representative of the tenderer or his attorney (in this case the relevant power of attorney must be attached).

If the original is not available in electronic format and digitally signed, tenderers must enter the scanned original paper documentation accompanied by a declaration of conformity with the digitally signed original into the system.

iv) In the case of grouping of companies or ordinary consortia of competitors, the Technical Offer must be signed: (i) by the legal representative of the mandated company, in case of grouping of companies or consortia established; (ii) by the legal representative of all the group or consortium companies in case of I.T.R. or consortia established.

(v) Equivalence: the equivalence, in the case of the offer of different products for technical specifications to those indicated in the technical specifications pursuant to art. 68 paragraphs 7 and 8 of Legislative Decree 50/2016 and subsequent amendments and integrations, must be proven, pursuant to art. 86 paragraph 5 of Legislative Decree 50/2016 and subsequent amendments and integrations, within the above mentioned documentation. In the absence of such proof, the relative bids will be excluded due to non-compliance with the technical specifications required. However, SCR Piemonte reserves the right - unquestionable and justified - to consider the equivalence requested by the competitor to be sufficiently proven or not.

All the above documents must be submitted, in original, in electronic format and digitally signed. If the competitor encounters problems with electronic signature, it will be possible to sign the required documentation in holographic mode and send a scan of it to the email [emergenza.covid@scr.piemonte.it](mailto:emergenza.covid@scr.piemonte.it).

## **10. ECONOMIC OFFER**

The economic operator has to fill in the ANNEX B “Economic Offer” to the present document.

### **Please note the following:**

- (i) the unit prices must bear a maximum of 5 (five) decimal places; in the event more than one decimal place is indicated, the Contracting Authority shall automatically truncate the unit prices, taking into account only the first 5 (five) figures after the decimal point.
- (ii) where the same product is offered in several lots, the unit price must be the same, in the event of mismatch the contracting authority will recalculate the total value offered on the basis of the lowest unit price offered for the same product.

All the above documents must be submitted, in original, in electronic format and digitally signed. If the competitor encounters problems with electronic signature, it will be possible to sign the required documentation in holographic mode and send a scan of it to the email [emergenza.covid@scr.piemonte.it](mailto:emergenza.covid@scr.piemonte.it).

## **11. AWARD CRITERIA**

Each individual Lot will be awarded upon receipt of the bids according to the rules described in the Tender Notice and in these Regulations, pursuant to art. 95 paragraph 4 of Legislative Decree no. 50/2016 in favour of the lowest price.

SCR Piemonte also reserves the right to evaluate bids that are higher than the starting price.

In view of the state of emergency that involves the entire national territory and the substantial needs that could concern supplies of goods and services in quantities that cannot be met by a single successful tenderer and cannot be fully determined, a Framework Agreement will be awarded, for each Lot, to all economic operators admitted to the procedure because of self-declared requirements and who have not been excluded after the evaluation of the economic offers and until the maximum quantity foreseen for each Lot has been reached and in any case with at least three suppliers, where available.

No supply orders will be issued to suppliers who have offered products that differ from the Product Table.

## **12. EVALUATION OF OFFERS**

The evaluation of the offers will take place in webconference on **Tuesday 12 May at 6.00 pm Italy time**.

SCR Piemonte will publish in SINTEL and on its website the link to connect to the meeting room.

## **13. ANOMALY CHECK OF BIDS**

If the conditions set forth in Article 97, paragraphs 2 and 2-bis, of Legislative Decree no. 50/2016 are met and if the number of bids is equal to or greater than five, as well as in any case in which the bid appears to be abnormally low pursuant to paragraph 6 of the same Article 97, the person in charge of the procedure will proceed with the verification activities after the conclusion of the contract, providing for a time limit for the submission of supporting documents not less than five days.

The Person in charge of the procedure shall request the competitor to submit explanations in writing, if necessary indicating the specific components of the offer deemed abnormal.

The person in charge of the procedure shall examine the explanations provided by the tenderer in a confidential session and, if he considers them not sufficient to exclude the anomaly, he may ask for further clarifications, also by means of an oral hearing, assigning a maximum time limit for reply.

The person in charge of the procedure excludes, pursuant to articles 59, paragraph 3, letter c) and 97, paragraphs 5 and 6 of the Code, offers which, on the basis of the examination of the elements provided with the explanations, are, on the whole, unreliable and therefore proceeds to terminate the Framework Agreement.

#### **14. VERIFICATION OF SUITABILITY OF THE PRODUCTS OFFERED**

Following the opening of the economic bids, the tender office will verify, in a confidential session, through the analysis of the technical documentation and the certificates submitted, the compliance of the products offered with the regulations provided in the Product Table for each lot.

The person in charge of the procedure will propose the award exclusively in favour of the competitors who have submitted products that comply with the above mentioned regulations.

The suitability verification of the additional minimum characteristics provided for in the Product Table will be carried out by the Administration at each delivery. In case of delivery of products that do not comply with the requirements and are therefore unsuitable, the Framework Agreement will be terminated.

#### **15. AWARD OF THE CONTRACT AND CONCLUSION OF THE FRAMEWORK AGREEMENT**

The award proposal is formulated by the person in charge of the procedure in favour of the competitors who have submitted, in relation to the single lot, a valid offer. With this fulfillment, the Tender Seat closes the tender operations.

Pursuant to art. 95, paragraph 12 of the Code, for each lot, if no offer is convenient or suitable in relation to the subject of the contract, the Contracting Authority reserves the right not to proceed with the award, or not to stipulate the contract without incurring liability pursuant to articles 1337 and 1338 of the Civil Code.

In any case, the contracting authority reserves the right to proceed with the award even in the case of the submission of a single valid tender.

The general requirements will be verified, pursuant to art. 85, paragraph 5 of the Code, on the bidders who are part of the Framework Agreement.

The contracting authority, after verifying and approving the award proposal pursuant to articles 32, paragraph 5 and 33, paragraph 1 of the Code, will award the individual lots of which the contract is composed.

The award becomes effective, pursuant to art. 32, paragraph 7 of the Code, upon the positive outcome of the verification of the possession of the prescribed requirements.

In the event of a negative outcome of the checks, SCR Piemonte will revoke the award or terminate the Framework Agreement and notify the ANAC. The Aggregate Administration.

## **16. SETTLEMENT OF DISPUTES**

For disputes arising from the contract, the Court of Turin shall have jurisdiction, with the express exclusion of compromise in arbitration.

## **17. PROCESSING OF PERSONAL DATA**

This procedure is part of a procedure for choosing the contractor for which personal data of persons related to economic operators, who wish to participate in the procedure, will be processed.

The parties concerned by the processing of data are all the subjects whose personal data the economic operator provides, by way of qualification of the tender submitted or in order to meet the related legal obligations, in accordance with the requirements of the tender documentation.

The data to be processed are specified in the model 'Declaration of participation' attached to this letter of invitation and in the additional documents of the lex specialis of tender.

With regard to any and further personal data that may emerge during the examination of the documentation produced during the tender, all necessary and appropriate security measures will be taken to ensure adequate protection of the same ensuring the principle of relevance and not excessive.

The data controller is S.C.R. Piemonte S.p.A., with the role of contracting authority, which may be contacted at the following addresses: telephone 011/6548300 - e-mail presidenza@scr.piemonte.it - pec presidenza@cert.piemonte.it;

The data are processed by the Data Controller, the authorised parties, the designated managers and the public and private entities involved in the procedure, for purposes solely connected to the selection procedure of economic operators and subsequent procedure for awarding the contract, as well as to fulfil the legal obligations to which the Data Controller is subject, pursuant to art. 6 par. 1 letters b) and c) of EU Regulation 2016/679.

The data may possibly be processed by private and public entities for activities instrumental to the purposes indicated, which the owners may use as data processors, as well as by public entities if necessary to comply with any legal obligations, always in compliance with current legislation on the protection of personal data.

It is not foreseen the transfer of data in third countries, except for possible communications by mail with subjects operating in EU territory that guarantee the respect of the regulations in force through the adhesion to the EU-US Privacy Shield agreement.

The processing of data does not involve the activation of any automated decision-making process, including profiling, as per art. 22, paragraphs 1 and 4, of EU Regulation 679/2016.

The data will be kept for the duration of the procedure within the terms established by the sector regulations.

The data subject has the right to ask the Data Controller for access to personal data and the rectification or cancellation of the same or the limitation of the processing of personal data concerning him/her and to object to their processing, as well as the right to lodge a complaint with a Supervisory Authority.

The provision of the data is mandatory and exclusively aimed at the selection procedure of economic operators and subsequent procedure of awarding the contract; if the requested information is not provided, it will not be possible to take part in the procedure.

The person responsible for the protection of personal data of the contracting authority can be contacted at the following email address: [rpd@scr.piemonte.it](mailto:rpd@scr.piemonte.it).

## **TECHNICAL NOTES FOR TENDERERS**

### **1. TRANSPORT AND DELIVERY**

The Supplier will be required to deliver the products in the places indicated by the ordering Administration (Grugliasco store of the ASL TO3, unless otherwise specified) within the timeframe declared in the Offer, under penalty of the penalties explained in the following articles.

Delivery activities are understood to include all related charges and expenses, including packaging, transport and portage. The loading and unloading operations of the goods are responsibility of the Supplier who, therefore, must be equipped with all the necessary equipment to carry out this activity.

All Products must be packaged in such a way as to guarantee correct conservation even during transport. In particular, the packaging and labelling of the products offered must be such as to allow the reading of all the indications required by current legislation; these indications must appear both on the primary packaging and on the outer packaging.

If the health care facility receiving the supply is not available to make the delivery on the date indicated, it will be its responsibility to contact the Supplier, agreeing and formalizing a new date valid for both.

In case of non-compliance with the delivery date as rescheduled, the Supplier will be charged the penalties.

For each delivery made, a special "Delivery Report" must be drawn up, signed by a person in charge of the Healthcare Facility and by a person in charge of the Supplier, in which at least: the "Supply Order Date", the place and date of delivery, the quantity of the devices included in the delivery report must be reported.

The Supplier shall declare in the Economic Offer, for each product offered, the number of pieces contained in the single package.

All products subject to expiry, also in relation to their possible sterility, must have, at the time of delivery, the expiry date not less than 2/3 of the overall validity, calculated from the packaging date, without prejudice to the right to accept devices with less residual validity in case of necessity.



## **2. CUSTOMER CARE SERVICE**

The Supplier undertakes to provide, at the date of the award, an assistance service, which must be available for the entire duration of the Framework Agreement, through the provision of at least a telephone number, an e-mail address and/or PEC. The references of the service must be indicated to S.C.R. - Piemonte S.p.A. in the documentation required for the stipulation of the Framework Agreement. This service must be active every working day of the year, for at least 8 (eight) hours a day during working hours (between 8.00 and 18.00).

During the service availability hours, calls made by the Contracting Authority must be received by a dedicated operator.

## **3. INVOICING AND PAYMENTS**

Invoices will be issued by the Supplier after the positive conformity check has been carried out, after the issue of the conformity check report containing the date of acceptance of the supply.

The payment of invoices will be made to the Supplier within 30 days of receipt.

Upon request of the Supplier, it will be possible to open a letter of credit from the Piedmont Region to cover the payment of the supplies.

## **4. PENALTIES**

Except in cases of force majeure (understood as unforeseeable or exceptional events for which the Supplier has not disregarded the normal precautions in relation to the sensitivity and specificity of the services, and has not failed to transmit timely communication to the contracting Administration or attributable to the Administration), if the timescales provided for in these Specifications are not respected, the individual Administration may apply penalties as set out below:

- a. in case of delay in delivery of the supply with respect to the terms stated in the Offer or to the different rescheduled term, for each working day of delay the Contracting Administration may apply a penalty equal to 1 (one) per thousand of the value of the supply subject to the delay, without prejudice to compensation for greater damages.