

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REFERENCE: CIG 9670974436

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: <http://ec.europa.eu/europeaid/prag/document.do>).

1. Supplies to be provided

1.1 The subject of the contract is the supply, delivery, siting and installation, commissioning/testing, after-sales services of the following supplies or equivalent: IT equipment and supporting software to be delivered to the General Statistics Office of Viet Nam in order to strengthen its operational capacity.

In particular:

- 1 x Server
 - Processors: 4 x Intel Xeon-P 8164 26-Core (2.0GHz 35MB)
 - RAM: 512 GB PC4-2666V-R DDR4 2666MHz RDIMM
 - Slots: 8 x Hot Plug 2.5in
 - Power supply: 4 x 1600W, 3-year Warranty
 - LAN: 2x10GbE, 2xFC to connect SAN
 - Warranty: 3 years
 - 2 x HD Array controller (RAID 1/5/6/10)
 - Hard disks: 3 x 1.9 TB SS

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20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward,
Hoan Kiem District, Hanoi City
+84 (0) 2473011886
hanoi@aics.gov.it

- 1 x Generic SAN
 - o Storage SAN Controller with 4 x ports (10GbE / FC)
 - o SAN Hard disks: 4 x 1.9 TB SSD
- 2 x Licence for VMware vSphere (4 processors):
 - o VMware vSphere 7 Standard for 1 processor
 - o Support/Subscription for VMware vSphere 7 Standard for 1 processor for 3 years
- 1 x Licence for Microsoft Windows Server:
 - o WinSvrDCCore 2019 SNGL OLP 2Lic NL CoreLic Qlfd
 - o WinSvrSTDCore 2019 SNGL OLP 2Lic NL CoreLic

The aforementioned supplies shall be delivered duty paid (DDP)¹ and installed at: GSO Office in Hanoi, located in No. 54 Nguyễn Chí Thanh Street, Láng Thượng Ward, Đống Đa District, Hà Nội, in accordance with the contract notice/additional information about the contract notice.

The expected implementation period is 4 months counting from the signature of the contract by both parties. The implementation period includes delivery of the items (3 months) plus testing (1 month).

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are authorised to tender for a variant solution in addition to the present tender.

2. Timetable

	DATE	TIME
Deadline for requesting clarifications from the contracting authority	14 April 2023	05:00 PM
Last date on which clarifications are issued by the contracting authority	24 April 2023	05:00 PM
Deadline for submission of tenders	5 May 2023	04:00 PM
Tender opening session	9 May 2023 Provisional	10:00

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

AICS HANOI OFFICE

20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward,
Hoan Kiem District, Hanoi City
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hanoi@aics.gov.it

Notification of award to the successful tenderer	15 May 2023 Provisional	-
Signature of the contract	No later than 17 July 2023 Provisional	-

3. Participation

- 3.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) as well as in the Financial Regulation (see also A.2 “Additional information about contract notice”). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000.
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country’s law.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. **They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders**, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.4 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 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 honour²** that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing

² See D.1 Annex 1 in the Tender Dossier

entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

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

- 3.5 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 and technical requirements and have the means to carry out the contract effectively.
- 3.6 Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

4. Origin

- 4.1 Given that the estimated intrinsic value of the products (of the tender procedure as a whole) is below EUR 100 000: All supplies under this contract may originate from 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.

6. Currency

Tenders must be presented in Euro.

7. Lots

This tender procedure is not divided into lots.

8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days.

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20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward,
Hoan Kiem District, Hanoi City
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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

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.

10. Submission of tenders

10.1 Tenders must be sent to the contracting authority before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

- By post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip, to:

**Italian Agency for Development Cooperation – AICS Hanoi
20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward, Hoan Kiem District, Hanoi City**

- By hand delivery by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

**Italian Agency for Development Cooperation – AICS Hanoi
20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward, Hoan Kiem District, Hanoi City**

10.2 All tender documents must be submitted in one original, marked ‘original’, and 1(one) copy signed in the same way as the original and marked ‘copy’.

10.3 All tenders must be submitted before the deadline **< 05/05/2023 4:00 PM (Viet Nam time zone GMT +7:00) >**,

- (a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip³;
- (b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt;

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

- a) Closing date of the envelope

³ It is recommended to use registered mail in case the postmark would not be readable

- b) The title: Invitation to bid for the provision of IT equipment and supporting software to be delivered to the General Statistics Office (GSO - Ha Noi Office) in Viet Nam, under the Italian Agency for Development Cooperation Project “VIETNAM – Improvement of National Statistical System” AID 11432.
- c) The CIG number: 9670974436
- d) Name and email of the interested organization/tenderer
- e) The wording: “DO NOT OPEN BEFORE BID OPENING SESSION”

Inner envelopes are three: (I) the administrative envelope; (II) the technical envelope and; (III) the economic envelope.

11. Content of tenders

Offers and documents related to the tender must be written in English. Copies of original documents in Vietnamese shall be accompanied by an official/legalized English translation.

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: Administrative Documentation:

To be supplied using the templates attached:

- The "**Tender form for a supply contract**", together with its Annex 1 "**Declaration on honour on exclusion criteria and selection criteria**", both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium). Signed originals of the Declaration on honour shall be submitted.
- The details of the bank account into which payments should be made (Annex V.a **financial identification form**) (If the tenderer has already signed another contract with AICS Hanoi, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).
- The **legal entity file** (Annex V.b "**Legal entity form**") and the supporting documents (if the tenderer has already signed another contract with AICS Hanoi, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime).

To be supplied in free-text format:

- A statement by the tenderer attesting the origin of the supplies tendered (or other **proofs of origin**).
- **Certificate of Registration** in Viet Nam providing that the organization is authorized by the Vietnamese Law to operate under this Contract. The original documents in Vietnamese shall be accompanied by an official English translation.

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- **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.

Part 2: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including:
 - Detailed description of the following services: supply, delivery, siting, installation, commissioning/testing;
 - Expected time frame of the following services: supply, delivery, siting, installation, commissioning/testing;
 - Detail and duration of after-sales services;
 - Detail and duration of warranties;
 - Detail of any other ancillary service included in the offer, if applicable.

To be supplied in free-text format:

- A description of the warranty conditions, including a description of the organisation of the commercial warranty tendered, in accordance with the conditions laid down in Article 32 of the special conditions.

The technical offer should be presented as per template in Annex II+III: Technical Specifications + Contractor's Technical Offer, adding separate sheets for details if necessary.

Part 3: Economic offer:

- A financial offer calculated on a Delivered Duty Paid (DDP) basis⁴ for the supplies tendered, including if applicable:
 - Delivery costs;
 - Siting and installation, and commissioning/testing costs;
 - Financial proposal related to after-sales services;
 - All other costs, except for VAT, even those directly related with the installation of the equipment (including transportation and import)

This financial offer should be presented as per template Annex IV: Budget breakdown - Model financial offer, adding separate sheets for details if necessary.

⁴ DDP (Delivered Duty Paid) — Incoterms 2020 International Chamber of Commerce
<http://www.iccwbo.org/incoterms/>

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is EUR 90.000,00, VAT excluded. Payments under this contract will be made in EURO.

Vietnam (AID 11432): Maximum budget EUR 90.000, VAT excluded.

The applicable tax and customs arrangements are as per Paragraph 12.

The economic offer must be in EUR currency only and no other currency will be accepted. The economic offer in EUR must be stated in the economic envelope only.

As mentioned at 10.2, all documents shall be composed of one original, marked ‘original’, and 1(one) copy signed in the same way as the original and marked ‘copy’.

12. Taxes and other charges

Prices must be quoted free of VAT.

There is no tax exemption agreement between AICS Hanoi and the Socialist Republic of Viet Nam by which taxes are partially or fully exonerated.

13. Additional information before the deadline for submission of tenders

Tenderers may submit questions in writing to the following address by 14 April 2023, h. 5 pm (Viet Nam time zone GMT +7:00) specifying the Publication reference (CIG number) and the contract title:

TO: hanoi@aics.gov.it

The contracting authority has no obligation to provide clarifications after this date.

Any tenderer seeking to arrange individual meetings with the contracting authority and/or the government of the partner country and/or AICS Hanoi concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting is planned.

Any clarification of the tender dossier will be sent simultaneously in writing to all tenderers by 24 April 2023, and will also be made available on the website

<https://hanoi.aics.gov.it/>

14. Clarification meeting / site visit

No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised but questions can be sent as per instructions contained in the Letter of Invitation to this tender, Chapter 3.

15. Alteration or withdrawal of tenders

AICS HANOI OFFICE

20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward,

Hoan Kiem District, Hanoi City

+84 (0) 2473011886

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- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period.

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

- 18.1 If a tenderer is a joint venture or consortium of two or more entities, the tender must be a single one with the object of securing a single contract, each legal representative must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

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 whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.

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19.2 The date and venue of the tender opening session is indicated in Section IV.2.7 of the Contract Notice. The committee will draw up minutes of the meeting, which will be available on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

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

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

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

19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. 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

AICS HANOI OFFICE

20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward,
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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 minimum qualifications required (see selection criteria) in the additional information about the contract notice are to be evaluated at the start of this stage.

The quality of after-sales services will also be evaluated by using yes/no criteria as specified in the Tender Dossier.

20.3 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) The purpose of the financial evaluation process is to identify the **tenderer offering the lowest price**.

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 Variant solutions

Tenderers are authorised to tender for a variant solution in addition to the present tender, as specified in art. 1.3

20.5 Award criteria

AICS HANOI OFFICE

20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward,
Hoan Kiem District, Hanoi City
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The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

21. Notification of award

The contracting authority will inform all tenderers simultaneously and individually of the award decision.

22. Signature of the contract and performance guarantee

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

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

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

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

The documentary evidence of the selection criteria in the additional information about the contract notice does not need to be submitted but in this case no pre-financing will be granted.

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

22.3 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

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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.

- 22.4 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.
- 22.5 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.
- 22.6 The performance guarantee referred to in the general conditions is not required.

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 staff 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. AICS Hanoi 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 AICS Hanoi are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving AICS 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:

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- 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.

27. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details, etc.), they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by AICS, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between AICS and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

The Data Controller is the Head of Office – AICS Hanoi.

28. Early detection and exclusion system

AICS HANOI OFFICE

20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward,
Hoan Kiem District, Hanoi City
+84 (0) 2473011886
hanoi@aics.gov.it

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 concerned in relation to the award or the execution of a procurement contract.

29. RUP (Responsabile Unico del Procedimento)

As per Decree (*Determina a contrarre*) n. 11/2023 prot. N. 0000425.21-02-2023, Mr. Luca Sartorelli is the appointed RUP (Procurement Procedure Supervisor), in accordance with the Italian Decreto Ministero degli Affari Esteri e della Cooperazione Internazionale n. 192/2017.

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