



*Consolato Generale d'Italia
Edimburgo*

INVITATION TO TENDER

CONTENTS

1	INTRODUCTION AND BACKGROUND.....	2
2	SCOPE OF THE PROJECT.....	4
3	TENDER TIMETABLE	9
4	TENDERER'S ELIGIBILITY REQUIREMENTS	10
5	TENDER COMPLETION INFORMATION AND DOCUMENTATION	12
6	TENDER SELECTION PROCESS AND EVALUATION MODEL.....	18
7	DATA PROTECTION.....	20
8	GOVERING LAW AND JURISDICTION	20

THE MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION (MAECI)

OF

THE REPUBLIC OF ITALY

NAME OF AUTHORITY: Consulate General of Italy in Edinburgh (“The Consulate”)
TENDER FOR: <i>Design consultancy services for the refurbishment of the building Italy House, new premises of the Consulate General of Italy and Italian Cultural Institute</i>
INVITATION TO TENDER REFERENCE NUMBER: CIG: 9549937950
TENDER RETURN DATE AND TIME (DEADLINE): 20/01/2023 h 12.00
[STATISTIC CODES (CODE CPV) 71221000-3

INVITATION TO TENDER PURSUANT TO ART 28 OF DIRECTIVE 2014/24/EU

of

the European Parliament and of the Council of 26 February 2014 on Public Procurement

DETAILS OF THE CONSULATE

ADDRESS:	32 Melville Street, EH3 7HA Edinburgh
DEPARTMENT IN CHARGE:	Accounts Department
HEAD OF PROCEDURE:	Alessia Fanella
INTERNET ADDRESS:	https://consedimburgo.esteri.it/
E-MAIL ADDRESS:	edimburgo.contabile@esteri.it
CERTIFIED EMAIL ADDRESS:	cons.edimburgo@cert.esteri.it
TELEPHONE NUMBER:	0131 226 3631

1 INTRODUCTION AND BACKGROUND

1.1 Contents of the ITT

This invitation to tender (**ITT**) comprises:

- Introduction to the Authority, Scope of the project, Tender Timetable, Tenderer’s Eligibility Requirements, Tender Completion of Information and Documentation, Tender Selection Process and Evaluation Model, Data Protection, Governing Law and Jurisdiction and Schedules.

1.2 Introduction to the Authority

The Consulate is a consular mission of Italy in Edinburgh and is subject to and governed by Italian Law.

The Consulate is conducting the procurement using the restricted procedure pursuant to article 28 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement in accordance with the requirements of Legislative Decree dated 18 April 2016 no. 50/2016 (Italian Public Contract Code) and Ministerial Decree dated 2 November 2017 no.192/2017, for the purpose of procuring design consultancy services for the refurbishment of new premises of the Consulate and Italian Cultural Institute described in paragraph 2 below (**Services**).

Interested parties must complete the Tenderer's information (**TI**) and the sole requirements document (**SRD**) respectively attached to Schedules 1 and 2, which seek responses in relation to their technical capacity or professional ability, and their economic and financial standing. The Consulate will evaluate the TI and the SRD responses and will select up to a maximum number of 10 highest ranking qualified candidates. This ITT should be completed by those suppliers who are able to satisfy all requirements set out in this ITT (**Tenderers**).

This ITT contains further information about the procurement process, the project, the services, and evaluation model and Schedules for Tenderers to complete. Each Tenderer's response (**Tender**) should be sufficiently detailed to allow the Consulate to make an informed selection of the most appropriate Tenderers.

The Consulate placed this ITT REFERENCE no. CIG: 9549937950 on: 20/12/2022

- on the website of the General Consulate of Italy in Edinburgh stated below which is linked to the website of the Embassy of Italy in London:

<https://consedimburgo.esteri.it/> via <https://amblondra.acquistitelematici.it/>

- on the website of the Italian Ministry of Foreign Affairs and International Cooperation:

www.esteri.it/mae/it/trasparenza_comunicazioni_legali/bandi-gara-contratti/

seeking expressions of interest from potential service providers for the provision of Services to itself.

2 SCOPE OF THE PROJECT

The project is for the refurbishment of the building “Italy House”, new premises of the Consulate General of Italy and the Italian Cultural Institute in Edinburgh (**Project**).

The new premises will be developed from an existing site in Edinburgh adjoining and partly included in the New Town Conservation Area. All relevant preliminary information in respect of the Project are set out in Schedule 6 (Project - Preliminary Report).

2.1 Description of the Services

In order to implement the Project, a team of consultants, led by a single design consultant who will directly appoint the rest of the team, will be engaged to provide the relevant architectural, engineering and quantity surveying services relating to Stages 3-6 in the Royal Institute of British Architects (“RIBA”) Plan of Work 2020 excluding Stages 5-6 for Testing and Commissioning. In particular, the Services shall include:

Work Stage 3 – Developed Design

- Carry out:
 - Security Assessment
 - Fire Safety Assessment
 - Noise Impact assessment
 - Acoustic Engineering Assessment
 - Design Risk Assessment
- Develop the Preliminary Design to allow for:
 - Measured survey drawings
 - Technical Assessments
- Prepare and submit an application for Full Planning Permission for the relevant works:
 - change of use from Class 4 to sui generis
 - external alterations (security fences and gates, CCTV, lighting, flags, etc..)
 - installation of plant and machinery
- Assessment of any notifiable works under Party Wall Act (i.e. works to the boundary) and issuing of the Party Wall Notices if and as required
- Advise on an appropriate form of Building Contract, its conditions and the responsibilities of the client, the design team and the contractor
- Survey, test and assess existing services in preparation to services detailing and reusing of existing items
- Develop Space Planning and Definite Brief for Fixtures, Fittings and Equipment (FFE) and External and Internal Signage supply

Work Stage 4 – Technical and Detailed Design to Tender Action

- Prepare detail cost estimate for the Works
- Arrange for the appointment of an approved Building Inspector and plan assessment of the works
- Develop Technical Design in sufficient detail for tender action for the (i) Building

Works. The

Tender package/ Employer's Requirements shall comprise:

- General Report
- Fire Safety Strategy Report
- Acoustic Strategy report
- Tender and Contract Introduction

- Health and Safety Pre-Construction Plan
- Standard NBS Specifications
- Schedule of Fittings, Finishes and Samples
- Schedule of Works
- Site plan - scale 1:250 @ A1/ 1:250 @ A3
- GA plans (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Reflected ceiling plans (all floors) indicating all ceiling fittings – scale 1:250 @ A1/ 1:250 @ A3
- Floor finishes Layouts (all floors) – scale 1:250 @ A1/1:250 @ A3
- Wall Finishes Layouts (all floors) – scale 1:250 @ A1/1:250 @ A3
- Fire Safety Layouts (all floors) – scale 1:250 @ A1/1:250 @ A3
- Small Power and Data Layouts (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Fain Coil Units Heating Layout (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Fain Coil Units Cooling Layout (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Ventilation Layouts (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Drainage Layouts (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Plumbing Layouts (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Lighting Layouts (all floors) – scale 1:250 @ A1/ 1:250 @ A3
- Intruder Alarm & CCTV Layouts (all floors and site plan) – scale 1:250 @ A1/ 1:250 @ A3
- External MEP works Layout (lighting, power, bib taps, etc...) – scale 1:250 @ A1/ 1:250
- Structural Alteration Works Layout and Details
- WCs Room Details – scale 1:20 @ A1/ 1:40
- Kitchenette – scale 1:20 @ A1/ 1:40
- Built-in fittings Details (including Consular Services Counter, storage cupboards and kitchenette) – scale 1:10; 1:5 @ A1/ 1:20 & 1:10 @ A1
- Doors Details – scale 1:10 & 1:5 @ A1/ 1:20 & 1:10 @ A1
- Staircase Construction Details
- Lift Construction Details
- Standard internal construction details (walls, floors, ceiling)
- Develop Technical Design in sufficient detail for tender action for the (ii) FFE and External and Internal Signage supply

Work Stage 5 – Construction

- Notifying the Health and Safety Executive (by Contractor)
- Reviewing of Health and Safety Construction Plan by Contractor
- Reviewing of Insurance Set-up by the Consulate and Contractor
- Reviewing welfare facilities by Contractor

- Preparing and agreeing with contractor schedules of conditions for adjacent property or structures to be retained.
- Visiting the site on weekly to see that the work is proceeding generally in accordance with Building Contract and Employer's Requirements and chair minuted site meeting with the Contractor
- Issuing instructions as required
- Assessing any claims for extension of time or loss and/or expense
- Agreeing with the contractor basic principles to be used for grid lines and setting out of the site.
- Co-ordinating the review of information prepared by the contractor.
- Considering items submitted by the contractor for approval as required by the Employer's requirements
- Managing change control procedures
- Reviewing the progress of the works and preparing reports for the client.
- Validating or certifying payments
- Considering claims
- Monitoring commissioning and inspections
- Arranging handover
- Certifying practical completion.

Work Stage 5 – FFE and Signage

- Liaise with ICE and ICI and assist for the supply FFE and External and Internal Signage

Work Stage 6 – Post Completion

- liaising with the Consultant appointed for the final inspections, testing & commissioning
- Review the works and advise on resolution of defects and bringing defects to the attention of the contractor
- Issuing the certificate of making good defects
- Agreeing the final account
- Issuing Final Certificate

2.2 Value of the project

The total estimated cost of the building works relating to the Project is in the sum of GBP (£) 1,368,000.00 (which results at a cost of GBP (£) 812 per square metre) excluding:

- VAT
- Fittings and Equipment (FFE) and External and Internal Signage
- Any allowance for design development at Stage 3 and 4
- Contingencies

The anticipated value of the Services to carry out in respect of the Project have been calculated as 11% of the total cost of the building works described at paragraph 2.1 above, split as follows:

- Stage 3-4 (65% of all fees): GBP (£) 97,812 (excluding VAT)

- Stage 5-6 Main Services (30% of all fees): GBP (£) 52,668 (excluding VAT)

Details of current expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in having an understanding of Project and in the submission of your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of any contract.

2.3 **Duration of the Project**

The Services shall be carried out in compliance with the following timetables in relation to each stage as follows:

Stages 3 & 4 Consultant (Main Designer)

Work Stage 3

To carry out technical assessments, prepare Developed Design and submit it to (a) Local Authority for Full Planning Application and (b) the Consulate and/or MAECI for review and approval

Duration: 30 days from the Contract Appointment Date

Work Stage 4 – part 1

To prepare Detailed Design and submit to the Consulate and/or MAECI for review and approval

Duration: 90 days from Work Stage 3 approvals

Work Stage 4 – part 2

To assist the Consulate in carrying out tender action, Contractors' pricing and submission of tender proposal

Duration: 45 days from Work Stage 4 – part 1 approvals

Work Stage 4 – part 3

To assist the Consulate assessing Tender proposals and selection of Contractor

Duration: 15 days from receipt of Contractor's Tender Proposals

Stages 5&6 Consultant (main Designer/ Contract Administrator/ Employer's Agent)

Work Stage 5 – part 1

To assist the Consulate in reviewing and drafting the Building Contract

Duration: 15 days from selection of Contractor

Work Stage 5 – part 2

To carry out mobilisation and placement of long lead-in items (security glazing and lift)

Duration: 15 days from contractual appointment

Work Stage 5 – part 3

To carry out building Works

Duration: 210 days - to be confirmed based on Contractor's Programme

The anticipated service commencement date is the date of the tender contract.

2.3.1 The Services will not be divided into separate work packages.

2.3.2 It is expected that the successful Tenderer will appoint a team of design consultants to provide the Services.

2.3.3 The Services have been determined by the Advisor to the Consulate, namely Crawford and Gray Architects Ltd.

2.4 Project Payment

Any payment carried out in respect of the Project shall be made in GBP currency in compliance with the terms set out in the relevant tender contract and schedules. The awarded Tender will be asked to use a dedicated current account for this tender, even if not exclusively. All the modalities of payments relating to the Tender awarded shall be traceable and shall bear the contract notice reference number (**CIG**).

2.5 Purpose and scope of this ITT

This ITT:

- asks Tenderers to submit their Tenders in accordance with the Tenderer's requirements and instructions set out in the remainder of this ITT.
- sets out the overall timetable and process for the procurement of Tenders.
- provides Tenderers with sufficient information to enable them to submit a compliant Tender.
- sets out the Evaluation Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- explains the administrative arrangements for the receipt of Tenders.

2.6 Clarifications about the Services or ITT

Any Tenderer who is wishing to participate, may obtain clarifications regarding the Project, by submitting the written questions addressed to the Head of Procedure at least 7 days before the deadline for submission of applications.

Any requests for clarifications shall be written in English. No clarifications by telephone will be permitted.

The Consulate will publish in anonymous form on the dedicated section of its e-tendering portal at least 7 days prior to the deadline for submission of applications, the replies to the requests for clarifications and/or any additional relevant information regarding this ITT.

It is recommended to assiduously consult e-tendering portal of the Consulate to be updated on any further notices and useful communications regarding this ITT.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 3.1 below.

Tenderers are advised not to rely on communications from the Consulate in respect of the Services or ITT unless they are made in accordance with these instructions.

2.7 Clarifications about the contents of the Tender

The Consulate reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

3 TENDER TIMETABLE

3.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Deadline for receipt of clarifications	13/01/2023
Target date for responses to clarifications	13/01/2023
Deadline for receipt of Tenders (Deadline)	20/01/2023 h 12.00 am BST
Evaluation of Tenders	From 20/01 to 27/01
Notification of outcome of Tenders	From 20/01 to 27/01
Invitation to the Award Tenderer to tender pursuant to art. 28 of Directive 2014/24/EU	From 27/01 to 31/01

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

3.2 **Deadline for receipt of Tenders**

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 5.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Consulate may, however, in its own absolute discretion extend the Deadline and in such circumstances the Consulate will notify all Tenderers of any change.

3.3 **Award Tenderers**

The Consulate may award the eligible Tenderers up to a maximum of 10 Tenderers on the basis of the Tenders submitted in accordance with the requirements, instructions and evaluating process set out in this ITT.

If the number of eligible Tenderers is less than 10 (ten), all the eligible Tenderers whose Tender is accepted will be invited to participate to submit a further bid under the restricted tender procedure, pursuant to art. 28 of Directive 2014/24/EU, and the tender contract will be awarded to the most economically advantageous offer.

If the eligible Tenderers are more than 10 (ten), those eligible Tenders will be selected and awarded on the basis of Evaluation Criteria set out at paragraph 6.2 below.

The Award Tenderers will be invited to submit a further bid under the restricted tender procedure, pursuant to art. 28 of Directive 2014/24/EU, and the tender contract will be awarded to the Tenderer who submitted the most economically advantageous offer.

3.4 **Debrief**

The Consulate will inform all unsuccessful Tenderers of reasons behind their exclusion in writing to the email address provided in the Tender. The award notification will be sent to each Award Tenderer.

4 **TENDERER'S ELIGIBILITY REQUIREMENTS**

For ITT purposes, any Tenderer who wishes to submit a Tender is required to:

Company and Professional Requirements

- 4.1 where the Tenderer is a company, be incorporated as a company in the Register of Companies in Scotland or in England and Wales (as applicable) for at least five years

- 4.2 have a consultant/ sub-consultant who is a fully qualified member of a relevant professional body as Architect, Civil/ Services/ Structural Engineer or Quantity Surveyor in Scotland or in England as applicable
- 4.3 specify, among the individuals referred to in paragraph 4.2 above, those having one or more professional requirements and qualifications described below and shall submit the registration details at the relevant professional body in Scotland or in England and Wales as applicable, such as:
- Architect
 - Civil Engineer
 - Structural engineer
 - Services engineer
 - Quantity Surveyor

Please note that any individual who is a consultant/sub-consultant of the Tenderer with multiple qualifications, will not be disqualified.

Technical and Financial Requirements

- 4.4 have a minimum annual turnover of GBP (£) 300,000.00 in the last three years
- 4.5 have at least five years of experience in supply of architectural, interior designing, landscaping, engineering and quantity surveying services within the team of professional personnel engaged or sub-contracted to carry out the Services
- 4.6 have professional personnel with relevant experience and expertise, technical equipment and means which are necessary to carry out the Services
- 4.7 have an adequate valid insurance policy against professional risks with coverage at least equal to the amount of GBP (£) 1,000,000.00 for any one claim or series of claims arising from one original cause, source or event.
- 4.8 Have an adequate valid insurance policy against damage to third parties with coverage at least equal to the amount of GBP (£) 1,000,000.00.
- 4.9 provide a surety guarantee for such sum equivalent to 10% of value of tender contract released by a bank or insurance company authorised and regulated by the relevant regulation authority in the United Kingdom.

General Requirements

- 4.10 not be precluded, neither shall its employees or consultants shall be precluded from entering into any public procurement in accordance with Article 57 of Directive 2014/24 / EU of the European Parliament and of the Council of 26 February 2014 on public procurement and/or be excluded under any grounds of exclusion under Article 80 of the Legislative Decree 50/2016 (Italian Code of Contracts) and/or any provisions of domestic regulations on public procurement in force in the United Kingdom or part of the United Kingdom.
- 4.11 not to submit more than one Tender application.
- 4.12 not to provide directly or through another controlled or controlling entity or connected persons, any supporting activities in relation to this public procurement, neither shall its employees or consultants take part in or have an exclusive annual engagement in any such supporting activities in relation to this public procurement.
- 4.13 be in compliance with tax including corporation tax, national insurance contributions and pensions, social security obligations and health and safety regulations towards the personnel employed by the Tenderer.
- 4.14 allow the processing of their personal data for the purposes of this ITT.

5 TENDER COMPLETION INFORMATION AND DOCUMENTATION

5.1 Formalities

- 5.1.1 Under penalty of exclusion, all documents comprising the Tender must be completed and uploaded to the e-tendering portal by **20/01/2023 h 12.00 am BST** in accordance with the terms set out below and in Schedule 5 (How To Bid - Guidelines).
- 5.1.2 The following requirements must be adhered to when submitting a Tender:
- The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
 - Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
 - The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
 - Where the Tenderer is individual or companies or partnership or consortia for the purpose of the Tender, with multiple eligibility, each must indicate all details, information (e.g. name, address,

type of person (e.g. individual, company, partnership, consortia, etc.), tax codes, VAT number, etc.), declarations and consents set out in Schedules 1 to 4.

- A table of contents must be provided.
- The Tender must be fully cross-referenced.
- A list of supporting material must be supplied.

5.1.3 The Tender must be clear, concise and complete. The Consulate reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

5.1.4 Under penalty of exclusion, the Tenderer must upload a duly executed a copy of the documents described below:

- Tenderer's information (Schedule 1)
- SRD (Schedule 2)
- Undertaking to provide Guarantee (Schedule 3)
- Privacy Notice (Schedule 4)

5.1.5 Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the tender contract. In the case of a partnership, all partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, he/she should sign and give his/her name in full together with the name under which he/she is trading. In case of associated group of professionals, all members of such group of professionals should sign.

5.2 **Executive summary**

Each Tenderer must also provide an executive summary of its Tender. Each Tenderer must include in its executive summary:

- An outline of the way in which the Consulate's requirements are met by its proposal.
- A clear statement of whether it is a consortium or a group of companies with one supplier.

- A clear statement of its commitment to meet the Consulate's requirements and evaluation model.
- Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Tenderer must promptly notify the Consulate of them. The Consulate reserves the right to disqualify any Tenderer that fails to duly notify the Consulate. Tenderers are also reminded of the eligibility requirements set out in paragraph 4 above that apply to the procurement process at all times. In particular, these include the provisions set out in Article 57 of Directive 2014/24 / EU of the European Parliament and of the Council of 26 February 2014 on public procurement and in Article 80 of the Italian Code of Contracts Legislative Decree 50/2016. Any change in the eligibility of a Tenderer must be notified immediately to the Consulate in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

5.3 **Submission of Tenders**

Each Tenderer must:

- submit one Tender; and
- meet the Consulate's tender requirements set out in this ITT, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Consulate in its own right.

5.4 **Grounds for Exclusion**

Any Tenderer's application which is received after the Deadline stated at paragraph 5.1 above will be excluded, regardless of the extent of the delay, and regardless of the date stated in the application, since the delivery is at the sender's risk.

Any Tenderer who, following verifications carried out by the Consulate, is found itself in breach of any of provision set out in article 57 of the EU Directive/24/2014, Article 80 of the Italian Code of Contracts Legislative Decree 50/2016 and any similar provision under the local legislation (art. 31 of the Government Notice n. 466 dated 20 December 2013), will be excluded.

The Consulate reserves the right to verify, at any stage of the procurement, that the Tenderer is in the possession of the eligibility requirements including professional, technical financial and general requirements set out in 4 paragraph above.

5.5 **Consortia and subcontractors**

The Consulate requires all Tenderers to identify whether any and, if so, which subcontracting or consortium arrangements apply in the case of their Tender, including the share (if any) of the Services to be sub-contracted, possession of eligibility requirements, grounds of exclusion set out in this ITT, the identity of the proposed sub-contractors, and which entity is proposed to be the Tenderer.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Where a number of economic operators come together to submit a Tender. The economic operators may already be part of an established consortium. Alternatively, the economic operators may constitute a temporary association which is intended to become a formalised structure (such as a special purpose vehicle (SPV) or a subcontracting arrangement) after the award of the Tender. Consortium structures may include a hub and spoke delivery model, a lead body model or an SPV.
- **Subcontracting arrangement.** Subcontracting could involve, for example, an economic operator bidding as a prime contractor and using a subcontractor or subcontractors to deliver only some of the Services limited to measurements and staking, drafting specialized and detailed documents, drafting and submitting the relevant documentation for granting the building permits by the competent local authorities with exclusion of geological reports, as well as graphic drafting of project documents. However, the Tenderer remains solely responsible for the Tender. The Tenderer must appoint Subcontractors on terms which are acceptable to the Consulate and which reproduce the terms of the relevant tender contract.

5.6 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Consulate, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Consulate.

If a Tenderer proposes to enter into a tender contract with the Consulate, it must rely on its own enquiries and on the terms and conditions set out in such tender contract (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Consulate (or any other person) to enter into a contractual arrangement.

5.7 **Confidentiality**

All information supplied by the Consulate or Tenderers relating to this procurement (including this ITT and all other documents relating to the procurement including but not limited to minutes of the meeting of the committee, any list of Tenderers), whether in writing or orally, is supplied on condition that it (including the fact that the Tenderer has received this ITT) be kept confidential by the Tenderer; it must not be copied, reproduced, distributed or passed to any other person at any time (except to professional advisors, consortium members or subcontractors for the sole purpose of enabling the Tenderer to submit a Tender) unless the information is already in the public domain.

Any right of access to any information and documents by any Tenderer is deferred up to the date for the submission of the relevant bids under the restrictive procedure pursuant to article 28 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement in accordance with the requirements of Legislative Decree dated 18 April 2016 no. 50/2016 (Italian Public Contract Code) and articles 22 to 24 of Law dated 7 August 1990 no. 241.

5.8 **Publicity**

No publicity regarding the Services or the award of any tender contract will be permitted unless and until the Consulate has given prior express written consent to the relevant communication. For example, no statements may be made to the media including but not limited to the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Consulate.

5.9 **Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Consulate or any employees or agents of the Consulate in relation to this procurement.

- Offer, promise or give any person working for or engaged by the Consulate a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this procurement.
- Attempt to obtain information from any of the employees or agents of the Consulate or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between the Tenderer, its employees and advisors, and the Consulate, its employees and advisors. Tenderers must prevent, identify and remedy any conflicts of interest within their group structures and within Consortium or Subcontracting arrangements which may result in any distortion of competition. Any Tenderer who fails to comply with these requirements may be disqualified from the procurement at the discretion of the Authority.

5.10 **Authority's rights**

The Consulate reserves the right to:

- waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Consulate.
- seek clarification in respect of any part of a Tenderer's submission.
- request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.
- disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender, expression of interest, the TI, the SRD or the tender process.
- withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- choose not to award a Tenderer as a result of the current procurement process or to abandon that process.
- make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

5.11 **Bid costs**

The Consulate will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Consulate.

5.12 **Guarantees**

Recipients of this ITT will note that an undertaking to provide guarantee is set out in Schedule 3 (Undertaking to provide Guarantee).

6 TENDER SELECTION PROCESS AND EVALUATION MODEL

6.1 Selection Process

After the expiry of the Deadline for the submission of the Tenders, a special committee appointed by the Consul General and led by the Head of Procedure will meet to verify the completeness and regularity of the documentation submitted by the Tenderers and whether they meet the specified requirements set out in this ITT. The committee will also check that:

no joint Tenderers have submitted an application individually or in any other form which is subject to a penalty of exclusion;

consortia members, on behalf of which the established consortia have declared to apply for the Tender, have not submitted an application individually or in any other form, which is subject to a penalty of exclusion.

During the selection process, minutes the committee's meeting(s) will be taken and kept for records purposes.

At the end of the evaluation process, the committee will list of the eligible Tenderers and of those who will be excluded specifying the relevant reasons for exclusion.

The Consulate may request clarifications / additions / adjustments in respect of any declarations and documents submitted by the Tenderers.

Any failure, inaccurate response or late submission by any Tenderer to any request by the Consulate shall constitute grounds for exclusion.

If the number of eligible Tenderers is more than 10, the Consulate will select and award the 10 Tenderers on the basis of the highest score obtained using the following evaluation criteria set out at paragraph 6.2 below.

Upon completion of the evaluation process, the Head of Procedure will send a notification of the outcome of Tenders to all Tenderers and the Award Tenders will be invite to submit a further bid under the restricted procedure pursuant to article 28 of Directive 2014/24/EU.

6.2 Evaluation Criteria

If the eligible Tenderers are more than 10, any Tenderer will be awarded as a result of this procurement will be awarded on the basis of the highest score using the evaluation criteria (**Evaluation Criteria**) described below.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Consulate has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Consulate's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

6.3 The Tender Evaluation Model showing the Evaluation Criteria and scores attributable to them is set out in the table below.

Score	Evaluation Criteria	Means of Evaluation
1	Financial	Exceeding the Tenderer's minimum annual turnover requirement of GBP (£) 300,000.00
1	Financial	Exceeding the Tenderer's annual turnover of (£) 450,000.00
1 to 3	Professional	having carried out design and building services in respect of one or more building projects for governmental and/or commercial use in compliance with high security requirements and open to the public requirements and regulations (governmental buildings open to the public, banks, etc..) with total building cost in the sum of at least GBP (£) 500,000.00 in the last five years. *1 score is allocated for each project up to a maximum 3 scores allocated for more than 3 projects
1 to 3	Professional	having carried out design and building services in respect of one or more building projects for cultural and arts purposes in compliance with open to the public requirements and regulations (e.g. museum, visitors centres, libraries, etc..) with total building cost of at least £500,000.00 in the last five years. *1 score is allocated for each project up to a maximum 3 scores allocated for more than 3 projects
1 to 2	Professional	having carried out one or more design and

		<p>building services in respect of one or more building projects for office use with total building cost of at least £500,000.00 in the last five years. *1 score is allocated for each project and a maximum of 2 scores allocated for more than 2 projects</p>
--	--	--

7 DATA PROTECTION

Pursuant to art. 13 Regulation EU 2016/679 on the processing of personal data and on the free circulation of data in order to protect the fundamental rights and freedoms of individuals, the Consulate provides the relevant information in Schedule 4 (Privacy Notice).

8 GOVERING LAW AND JURISDICTION

This ITT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Italy.

Any Tenderer irrevocably agrees that the Regional Administrative Tribunal of Lazio (TAR Lazio) in Italy shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this ITT or its subject matter or formation (including non-contractual disputes or claims).

20.12.2022



Date

Alessia Fanella
Vice - Commissario amm.vo contabile

Alessia Fanella

The Head of Procedure for and on behalf of the Consulate