



Ambasciata d'Italia  
Londra

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## **INVITATION TO TENDER**

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**THE MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION OF  
THE REPUBLIC OF ITALY**

NAME OF AUTHORITY: The Italian Embassy in London ( <b>The Embassy</b> )
OTHER CONTRACTING BODIE: <b>Italian Cultural Institute in London</b>
TENDER FOR: <b>Italian language and culture courses</b>
TENDER RETURN DATE AND TIME ( <b>DEADLINE</b> ): <b>06/09/2024 h 12.00 pm (noon) GMT</b>
STATISTIC CODES (CODE CPV): 80580000-3

**INVITATION TO TENDER PURSUANT TO ART 27 OF DIRECTIVE 2014/24/EU  
of  
the European Parliament and of the Council of 26 February 2014 on Public Procurement**

**DETAILS OF THE EMBASSY**

ADDRESS:	14 Three Kings Yard, London W1K
DEPARTMENT IN CHARGE:	Administrative Affairs Department
HEAD OF PROCEDURE:	<b>Francesco Bongarrà</b>
INTERNET ADDRESS:	<a href="https://amblondra.esteri.it/ambasciata_londra/it/">https://amblondra.esteri.it/ambasciata_londra/it/</a>
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**1 INTRODUCTION AND BACKGROUND**

**1.1 Contents of the ITT**

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

- Introduction to the Authority, Scope of this ITT, Tender Timetable, Tenderer's Eligibility Requirements, Tender's Requirements, Tender Completion of Information, Tender Selection Process and Evaluation Model, Data Protection, Governing Law and Jurisdiction and Schedules.
- Draft tender contract (**Contract**) and schedules.

**1.2 Introduction to the Authority**

The Embassy and the Other Contracting Bodies identified in this ITT (together, the **Authorities**) are diplomatic missions, ministerial departments and agencies of Italy in the United Kingdom and are subject to and governed by Italian Law.

The Embassy placed this ITT on [date] on:

- the website of the Embassy of Italy in London (**E-Tendering Portal**) stated below:

<https://amblondra.acquistitelematici.it/>

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

[www.esteri.it/mae/it/trasparenza\\_comunicazioni\\_legali/bandi-gara-contratti/](http://www.esteri.it/mae/it/trasparenza_comunicazioni_legali/bandi-gara-contratti/)

The Embassy is conducting the procurement using the open procedure pursuant to article 27 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement in accordance with the general principles of Legislative Decree dated 31 March 2023 no. 36/2023 (Italian Public Contract Code) and Ministerial Decree dated 2 November 2017 no.192/2017, for the purpose of procuring **the concession of the services related to the Organization and management of Italian language and culture courses at the Italian Cultural Institute in London.**

**The concession consists in the right to exploit the services** that are the subject of the contract and in the execution of the services outlined in this Concession contract, the Concessionaire is bestowed with **the privilege to utilize the official logo of the Italian Cultural Institute in London for commercial purposes**, particularly in advertising Italian language courses.

The concession for the organization and management of language courses shall entail transferring to the concessionaire an operational risk associated with the provision of such services, which may include demand, supply, or both. The concessionaire must bear this operational risk, meaning that, under typical operating conditions, there is no guarantee of fully recovering the investments or costs associated with running the language courses covered by the concession.

**The full description of the services required can be found in the 'TECHNICAL SPECIFICATIONS'** document and its Attachments. The purpose of this document is to provide Suppliers with full details of the Buyer's requirements by detailing Deliverables, Standards and supplementary information.

**The concession contract** with the Italian Cultural Institute in London for the management of language courses **have a limited duration of two years**, with the option to extend for a further one (1) year in own absolute discretion. The maximum term of this contract shall be three (3) years.

In accordance with Article 17 of Decree No. 392 of April 27, 1995, the Italian Cultural Institute of London manages and organizes Italian language courses for the local community. The provision of these courses is part of the Institute's institutional mission, aiming primarily at enabling participants to acquire general language skills in Italian (listening and speaking, reading and writing). To this end, the Institute plans to organize Italian language courses as a foreign language, covering all levels of proficiency outlined in the Common European Framework of Reference (CEFR) (from A1 to C2). Similarly, the delivery of cultural courses and activities linked to language teaching is also anticipated. The target audience is the general public. The concessionaire must consider the need to manage

classes comprising learners with diverse educational backgrounds and different native languages. Additionally, there is a requirement to organize classes for specific audiences (for example, but not limited to, courses for companies, one-to-one courses, courses for children, and adolescents). The purpose of the project is to define and implement educational programs, to be developed using both traditional classroom teaching methods and e-learning modalities.

This ITT should be completed by those suppliers who are able to satisfy all requirements set out in this ITT (**Tenderers**) including responses in relation to their technical capacity or professional ability, and their economic and financial standing.

Each Tenderer's response to this ITT (**Tender**) should be sufficiently detailed to allow the Embassy to make an informed selection of the most appropriate solution.

This ITT contains further information about the procurement process and all relevant requirements that any Tenderer shall set out in their Tender in connection with the provision of the Services.

The Embassy will consider and evaluate Tenders submitted by all eligible Tenderers in accordance with the requirements set out at paragraphs 3 to 4 and the terms set out in the tender selection process at paragraph 6 below. The Contract will be awarded to the most economically advantageous offer.

### 1.3 Value of the Contract

**The total value** of the Services is **approximately £ 628.727,95** VAT excluded:

A.Y. 2024/2025		A.Y. 2025/2026	
ENROLLMENTS	REVENUE	ENROLLMENTS	REVENUE
1110	£ 307.867,96	1110	£ 320.859,99

Details of the potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender, which are:

LEVELS	A.Y. 2020/2021		A.Y. 2021/2022		A.Y. 2022/2023		TOTAL FOR THREE YEARS PER LEVEL	
	ENROLLMENTS	REVENUE	ENROLLMENTS	REVENUE	ENROLLMENTS	REVENUE	ENROLLMENTS	REVENUE
A1.1	102	£ 25.745,00	84	£ 21.020,00	69	£ 18.815,00	255	£ 65.580,00
A1.2	74	£ 18.455,00	63	£ 15.790,00	78	£ 21.455,00	215	£ 55.700,00
A2	63	£ 18.420,00	76	£ 20.011,00	81	£ 20.995,00	220	£ 59.426,00
B1.1	59	£ 13.925,00	89	£ 22.555,00	79	£ 21.080,00	227	£ 57.560,00
B1.2	59	£ 13.590,00	63	£ 14.815,50	62	£ 16.915,00	184	£ 45.320,50
B2	64	£ 14.615,00	43	£ 10.170,00	50	£ 13.380,00	157	£ 38.165,00
C1.1	75	£ 17.505,00	25	£ 5.995,00	32	£ 7.985,00	132	£ 31.485,00
C1.2	45	£ 9.870,00	40	£ 9.500,00	31	£ 7.765,00	116	£ 27.135,00
C2	32	£ 7.015,00	35	£ 8.050,00	32	£ 8.410,00	99	£ 23.475,00
C2+	277	£ 63.605,00	228	£ 51.765,00	206	£ 53.040,00	711	£ 168.410,00
ONE TO ONE	38	12880	45	18063,25	37	11245	120	£ 42.188,25
TEACHER TRAINING	18	£ 21.400,00	17	£ 20.363,00	12	£ 14.400,00	47	£ 56.163,00
Extra Courses	134	£ 13.345,00	147	£ 13.082,50	146	£ 15.400,00	427	£ 41.827,50
<b>TOTALS</b>	<b>1040</b>	<b>£ 250.370,00</b>	<b>955</b>	<b>£ 231.180,25</b>	<b>915</b>	<b>£ 230.885,00</b>	<b>2910</b>	<b>£ 712.435,25</b>

#### 1.4 Contract term

The concession contract with the Italian Cultural Institute in London for the management of language courses have a limited duration of **two years** with the successful Tenderer (Service Provider), with the option to extend for a further one (1) year in own absolute discretion at the end of the two-year term. The maximum term of this contract shall be three (3) years.

The anticipated service commencement date is the date of the Contract.

#### 1.5 Purpose and scope of this ITT

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the 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 (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

#### 1.6 Clarifications about the Services or ITT

Any Tenderer who is wishing to participate, may obtain clarifications regarding the Services, by submitting the written questions by the deadline for receipt of clarifications set out in the Timetable at paragraph 2.1 below.

Any requests for clarifications shall be written in English and submitted through E-Tendering Portal. No clarifications by telephone or by e-mail will be permitted.

The Embassy will publish in anonymous form on the dedicated section of the E-Tendering Portal by the target date scheduled in the Timetable below, 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 Embassy 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 2.1 below.

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

### 1.7 **Clarifications about the contents of the Tender**

The Embassy 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.

## 2 **TENDER TIMETABLE**

### 2.1 **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	02/09/2024
Deadline for receipt of Tenders ( <b>Deadline</b> )	<b>06/09/2024 h 12.00 pm (noon) GMT</b>
Evaluation of Tenders	From 09/09/2024
Date of outcome of Tenders	From 20/09/2024
Contract Commencement Date	From 05/11/2024
Target service commencement date	05/11/2024

Any changes to the procurement Timetable shall be published through E-Tendering Portal as soon as practicable.

## 2.2 **Deadline for receipt of Tenders**

Responses to this ITT must be submitted 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 Embassy may, however, in its own absolute discretion extend the Deadline and in such circumstances the Embassy will notify all Tenderers of any change.

## 2.3 **Contract award**

The Embassy may award Contract on the basis of a Tender submitted in accordance with the requirements, instructions and evaluating process set out in this ITT.

Contract award is subject to the formal approval process of the Embassy. The eligible Tenders will be selected and awarded on the basis of Evaluation Criteria set out at paragraph 6.2 below.

The Embassy will award the Contract to the eligible Tenderer who submitted the most economically advantageous offer (**Award Tenderer**).

Once the Embassy has reached a decision in respect of a contract award, it will notify all Tenderers of that decision.

## 2.4 **Debrief**

The successful Tenderer and unsuccessful Tenderers are informed on the award decision through E-Tendering Portal. An award notice will be published on the E-Tendering Portal including the result of this procurement and scores assigned to Tenders.

## **3 TENDERER'S ELIGIBLE REQUIREMENTS**

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

### 3.1 **Eligibility of Economic Operators**

Access to public procurement Participation in this tender procedure is open on equal terms to all natural and legal persons whose domicile (natural person) or whose registration of their headquarters (legal persons) is:

- (i) in one of the European Union Member States;
- (ii) In a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in the agreement.

Economic operators, including each member of a joint tender, must confirm that the legal entity's headquarters (for legal persons) or domicile (for natural person) is in one of the abovementioned States and present the supporting evidence normally acceptable under their own law (for example, an extract from a trade register or companies' register). The evidence must contain the official registration number of the economic operator.



The candidate must be authorized to provide the services covered by this contract in its country of establishment. The relevant certificate must be valid at the deadline for submission of requests to participate. Before signing the contract, the validity of the certificate will be checked again.

The candidate must be entrusted to provide the services in the United Kingdom and must possess all necessary local authority authorisations for the implementation of the services in accordance to the local laws and terms of the Contract.

Any Tenderer must be entrusted to:

- (i) comply with all laws and/or regulations in force in the United Kingdom from time to time including but not limited to regulatory policies, guidelines or industry codes, immigration law, data protection legislation, corporation tax, income tax, capital gains tax, National Insurance contributions, pension contributions or any tax duty in connection with the supply of the Services; and
- (ii) Obtain all necessary local authority authorisations to provide the services in accordance with the local laws and the terms of the Contract.

### 3.2 **Technical and professional ability**

The applicant should have been enlisted:

- at Company House Register for at least two years with Nature of Business related to education – e.g.: “Cultural Education” or “Other education not elsewhere classified”;
- and/or
- at Register of Charities for at least two years. Classifications: Education/training; Arts/Culture/Heritage/Science.

Please provide Company House or Charity Number.

For other professional requirements, please refer to “Technical Specifications”.

### 3.3 **Economic and financial standing**

- Have a minimum **annual** turnover of GBP (**£**) **300,000.00 in each year in the last three [3] years;**
- Have an adequate valid professional insurance cover of at least GBP (**£**) 1,000,000.00 or the same value in any other currency and the relevant information and details in respect of all insurance claims in the last three [3] years;
- 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;

### 3.4 **General Requirements**

- not to 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 Articles 94 and 95 of the Legislative Decree 36/2023 (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;
- not to submit more than one Tender application;
- 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;
- to be in compliance with tax obligations including corporation tax, national insurance contributions and pensions, social security obligations and health and safety regulations towards the personnel employed by the Tenderer;
- to allow the processing of their personal data for the purposes of this ITT.

#### **4 TENDER'S REQUIREMENTS**

For ITT purposes, any Tenderer who wishes to submit a Tender is required to respond and submit all the relevant documentation to satisfy each of the following three requirements (**Requirements Documents or Requirement Document as applicable**):

- Compliance Statement.
- Technical Proposal.
- Pricing Proposal.

All Tenders received by the Deadline will be checked for compliance with the submission requirements set out in this ITT. If the Embassy does not consider a Tender compliant, it reserves the right not to carry out any further evaluation and may exclude the Tenderer from the procurement.

Any Tenderer must respond to all of the three requirements, ensuring that the response to each requirement is set out in a separate document and does not cross-refer to or duplicate any item or part set out in a Requirement Document between other Requirement Documents. Any Tenderer should ensure that the answers are as clear and concise as possible.

All proposals contained in a Tender must be capable of delivery and the Tender must have commitment from within the Tenderer's organisation.

##### **4.1 Compliance Statement**

Any Tenderer shall prepare and submit the following compliance statement in the form set out in the Schedule 8 (Form of Tender) of this ITT and in particular, shall state that:

- All the procurement documents were read carefully and all terms and conditions contained therein were accepted, without any conditions or reservations.

- The Tender is meant to be profitable and has taken into account all the contractual conditions, costs, disbursements, including, but not limited to, those relating to safety, insurance, employment conditions, national insurance contributions, social security and assistance, as well as all the circumstances, general and particular, relating to the performance of the Services.
- The Tenderer's undertaking to provide a surety guarantee under the terms set out in Schedule 7.
- Where the Tender is to rely on a subcontractor for the provision of the Services, all details of any subcontractor, services or works to be subcontracted and their share were provided in the Compliance Requirement.

The Tender submitted is hereby irrevocable and binding for a period of 180 days following the Deadline and that, such period of 180 days may be extended by the Embassy at its own discretion for a further period of 90 days provided that the tender selection process will not be able to reach completion by the end of 180 days following the Deadline.

#### 4.2 **Technical Proposal**

Any Tenderer shall prepare and submit a technical proposal in the form set out in Schedule 9 (Technical Proposal) to satisfy professionalism, suitability, quality and methodology criteria set out at paragraph 6.3 below and, in particular, shall:

- highlight the **methodology criteria of the Technical Proposal** set out at Table 1 at paragraph 6.3 below **criteria from 1 to 9**. Please prepare a descriptive report in respect of these criteria. Such report shall be made **of a maximum of 20 pages** in A4 format, with single line spacing and 12 body character. Any covering page and any summary of contents will not be counted in the number of pages. Pages exceeding the above limits will not be evaluated by the Embassy.

Please note that this Technical Proposal will be required to score the Evaluation Criteria identified in the Tender Evaluation Model at paragraph 6 below.

#### 4.3 **Pricing Proposal**

Any Tender shall prepare and submit a pricing proposal in the form set out in Schedule 10 (Pricing Proposal) and, in particular, shall state:

- price to carry out all Services under the terms of this ITT.
- the price must be expressed in figures and letters and shall include all ancillary expenses, disbursements, fees, duties, taxes (including National Insurance contributions and/or pension contributions or equivalent liabilities in any jurisdiction) charges, but it shall exclude VAT. In case of discrepancy between the values expressed in figures and letters, the economically most convenient price for the Embassy prevail.

**Please note that multiple pricing proposals which are conditional are not evaluated and are subject to a penalty of exclusion.**

## **5 TENDER COMPLETION OF INFORMATION**

### **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 06/09/2024 h 12.00 pm (noon) GMT (Deadline)** in accordance with the terms set out below and in Schedule 2 (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.
- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- 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.
- A table of contents must be provided.
- Under penalty of exclusion, any Tender must:
  - satisfy all eligible requirements set out in paragraph 3.
  - respond to each of the three requirements set out in paragraph 4.
  - set out their response to each requirement in a separate document stating the specific Requirement Document referred to (such as Compliance Statement, Technical Proposal or Pricing Proposal) on the front page of the document. Each Document Requirement should be clearly referenced.
  - not cross-refer to or duplicate any item or part set out in a Requirement Document between other Requirement Documents. Contents of each Requirement Document must be kept separate.
  - sign all Requirements Documents in accordance with the terms set out in paragraph 5.1.5 below.
- Where the Tenderer is a sole trader or company 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.), as required in accordance with any requirement and/or Schedule set out in this ITT as applicable.

- 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 Embassy reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or if it lacks clarity. Tenderers should submit only such information as it 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 complete and upload a duly executed copy of the documents described below:

- Privacy Notice (Schedule 3)
- Commercially Sensitive Information (Schedule 4)
- Tenderer's Information (Schedule 5)
- Sole Requirement Document (Schedule 6)
- Undertaking to Provide Guarantee (Schedule 7)
- Form of Tender (Schedule 8)
- Technical Proposal (Schedule 9)
- Pricing Proposal (Schedule 10)

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 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.

5.1.6 Tenderers are reminded of the eligibility requirements set out in paragraphs 3 to 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 Articles 94 and 95 of the Italian Code of Contracts Legislative Decree 36/2023. Any change in the eligibility of a Tenderer must be notified immediately to the Embassy in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

## 5.2 **Submission of Tenders**

Each Tenderer must:

- submit one Tender; and
- meet the Embassy'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 Embassy in its own right.

### 5.3 **Grounds for Exclusion**

Any Tenderer's application which is received after the Deadline stated at paragraph 5.1.1 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 Embassy, is found itself in breach of any of provision set out in article 57 of the EU Directive/24/2014, Articles 94 and 95 of the Italian Code of Contracts Legislative Decree 36/2023 and any similar provision under the local legislation (art. 31 of the Government Notice n. 466 dated 20 December 2013), will be excluded.

The Embassy reserves the right to verify, at any stage of the procurement, that the Tenderer is in possession of the eligibility requirements including professional, technical financial and general requirements set out in 3 paragraph above.

### 5.4 **Contract terms**

The draft Contract that the Embassy proposes to use is attached at this ITT (Schedule 1). By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation (except for changes necessary to amend errors).

### 5.5 **Documents forming the contract**

The following documents shall form part of the Contract between the Embassy and the Tenderer(s):

- Contract and its schedules, including:
- The Pricing Matrices annexed to the Contract.
- The Guarantee annexed to the Contract.
- All stated information and consents as completed by the successful Tenderer for the purposes of this ITT.

### 5.6 **Consortia and subcontractors**

The Embassy 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. However, the Tenderer remains solely responsible for the Tender. The Tenderer must appoint Subcontractors on terms which are acceptable to the Embassy and which reproduce the terms of the Contract. The Tenderer must appoint Subcontractors on terms which are acceptable to the Embassy and which reproduce the terms of the Contract and related Schedules.

## 5.7 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Embassy, 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 Authorities.

If a Tenderer proposes to enter into a tender contract with the Embassy, 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 Embassy or of any Other Contracting Body (or any other person) to enter into a contractual arrangement.

## 5.8 **Confidentiality**

All information supplied by the Authorities or Tenderers relating to this procurement (including this ITT, the fact that the Tenderer has received this ITT, and all other documents relating to the procurement), whether in writing or orally, is supplied on condition that it will 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 open procedure pursuant to article 27 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 31 March 2023 no. 36/2023 (Italian Public Contract Code) and articles 22 to 24 of Law dated 7 August 1990 no. 241.

## 5.9 **Publicity**

No publicity regarding the Services or the award of any tender contract will be permitted unless and until the Embassy 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 Embassy.

#### 5.10 **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 Authorities or any employees or agents of the Authorities in relation to this procurement.
- Offer, promise or give any person working for or engaged by the Embassy 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 Authorities 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 Embassy, Other Contracting Bodies, their 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 Embassy.

#### 5.11 **Authority's rights**

The Embassy 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 Embassy.
- 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, Requirements Documents or the tender process.
- Reject a Tender that is abnormally low.
- Not award a contract to the Tenderer submitting the most economically advantageous Tender where it has established that the Tender does not comply with applicable obligations in the fields of environmental, social and labour law established by the applicable law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24 as amended from time to time.
- Withdraw this ITT at any time, or to re-invite Tenderers on the same or any alternative basis.
- Choose not to award the Contract 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.

#### 5.12 **Bid costs**

The Embassy 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 Embassy.

## **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 Ambassador 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 of the committee's meeting(s) will be taken and kept for records purposes.

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

The Embassy 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 Embassy shall constitute grounds for exclusion.

## 6.2 Award Criteria and Evaluation Criteria

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the proposal that is the most economically advantageous to the Embassy. The Award Criteria (**Award Criteria**) are:

	<b>MAXIMUM SCORE</b>
Prerequisites	PASS/FAIL
Technical Proposal	70
Pricing Proposal	30
<b>TOTAL SCORE</b>	<b>100</b>

Scores are calculated following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Tender.

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

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

Any Tenderer's Technical Proposal is evaluated on the basis of the evaluation criteria and sub-criteria listed in table referred to in paragraph 6.3 below.

## 6.3 Evaluation process

### Technical or quality evaluation

The technical evaluation will be scored in accordance with the table below.

### Scoring matrix for the technical and quality criteria

**Table 1. Technical proposal evaluation criteria**

<b>PROFESSIONALITY AND SUITABILITY OF THE TECHNICAL PROPOSAL</b>			
<b>Criteria</b>		<b>Evaluation of sub-criteria</b>	<b>Score</b>

<b>Methodology criteria of the Technical Proposal</b>	<b>1</b>	<p><b>Qualifications and Experience of Teaching Staff:</b></p> <ul style="list-style-type: none"> <li>• Demonstrate the academic qualifications and experience of the proposed teaching staff, ensuring they possess relevant certifications and training in language instruction. We want to evaluate the depth of experience in teaching Italian, including any specialized expertise in teaching specific proficiency levels or age groups and the innovative teaching approaches that engage learners and promote effective language acquisition.</li> </ul>	<b>15</b>
	<b>2</b>	<p><b>Methodology:</b></p> <ul style="list-style-type: none"> <li>• Suitability of instructional materials and resources, including textbooks, multimedia tools, and online platforms, for supporting diverse learning styles and preferences.</li> </ul>	<b>15</b>
	<b>3</b>	<p><b>Adaptability to Student Needs:</b></p> <ul style="list-style-type: none"> <li>• Explain how the proposed curriculum addresses the varying needs and proficiency levels of the target audience, including beginners, intermediate learners, and advanced speakers.</li> <li>• We want also evaluate the flexibility of the curriculum to accommodate individual learning goals, interests, and cultural backgrounds.</li> </ul>	<b>4</b>
	<b>4</b>	<p><b>Resource Availability:</b></p> <ul style="list-style-type: none"> <li>• Availability and adequacy of resources and facilities essential for delivering effective language instruction, such as language laboratories, computer labs, and audio-visual aids.</li> <li>• Accessibility of supplementary materials and resources to enhance the learning experience, such as online libraries, interactive exercises, and cultural resources.</li> </ul>	<b>6</b>
	<b>5</b>	<p><b>Assessment and Progress Monitoring:</b></p> <ul style="list-style-type: none"> <li>• Methods for assessing student progress and proficiency levels throughout the course duration.</li> <li>• Frequency and effectiveness of assessment tools, such as exams, quizzes, oral presentations, and written assignments, in measuring language proficiency and skill development.</li> </ul>	<b>5</b>

	<b>6</b>	<b>Flexibility in Scheduling and Delivery:</b> <ul style="list-style-type: none"> <li>Flexibility of scheduling options, including daytime, evening, weekend, or intensive courses, to accommodate diverse learner needs and preferences.</li> <li>Availability of alternative delivery formats, such as hybrid or online courses, to facilitate access for remote or non-traditional learners.</li> </ul>	<b>6</b>
	<b>7</b>	<b>Cultural Integration:</b> <ul style="list-style-type: none"> <li>How cultural components are integrated into the language curriculum to deepen students' understanding and appreciation of Italian culture, history, and society?</li> <li>Relevance and authenticity of cultural materials and activities, such as literature, films, music, and culinary experiences, in enriching the learning experience.</li> </ul>	<b>5</b>
	<b>8</b>	<b>Compliance and Accreditation:</b> <ul style="list-style-type: none"> <li>Demonstrate the compliance with relevant regulations, standards, and accreditation requirements for language education programs, including licensing, certification, and quality assurance processes.</li> <li>Demonstrate adherence to industry best practices and guidelines, such as those set forth by professional language associations, educational institutions, and governmental bodies.</li> </ul>	<b>6</b>
	<b>9 on/off</b>	<b>Classroom</b> <ul style="list-style-type: none"> <li>Enhanced scoring will be awarded based on the <b>concessionaire's commitment to delivering courses in-person at the Italian Cultural Institute's premises</b>, contingent upon payment of the relevant rental fee for space utilization (see specification).</li> </ul>	<b>8</b>
<b>TOTAL SCORE</b>			<b>70</b>

The following methodology will apply where qualitative information is provided.

<b>Rate</b>	<b>Qualifier</b>	<b>Interpretation</b>
0%	No Confidence	Does not meet the specification and/or insufficient information provided to demonstrate how the Bidder will satisfy this requirement of the specification.
20%	Serious concerns	The response gives very little confidence that the Bidder's goods and/or services could satisfy this requirement of the specification

		to an acceptable standard of quality and deliverability. There are serious reservations regarding how the Bidder's goods and/or services would satisfy this requirement of the specification.
40%	Concerns	The response gives little confidence that the Bidder's goods and/or services could satisfy this requirement of the specification to an acceptable standard of quality and deliverability. There are considerable reservations regarding how the Bidder's goods and/or services would satisfy this requirement of the specification.
60%	Some Confidence	The response gives some confidence that the Bidder's goods and/or services could satisfy this requirement of the specification to an acceptable standard of quality and deliverability but there minor reservations about one or more aspects of the response.
80%	Acceptable, Confident	The response gives confidence that the Bidder's goods and/or services could satisfy this requirement of the specification to an acceptable standard of quality and deliverability.
100%	Exceptionally Confident	The response gives excellent confidence that the Bidder's goods and/or services could satisfy this requirement of the specification to an excellent standard of quality and deliverability.

The technical score will be attributed for each criteria on the basis of the judgement made and the relative percentage coefficients indicated above.

#### 6.4 Pricing evaluation

The Bidder shall submit his best economic offer with respect to:

N°	ECONOMIC OFFER	AUCTION BASE
1	<b>Fee</b> , corresponding to a percentage of the total income generated from language courses for up <b>to 500 enrollees</b> , to be paid by the concessionaire to the administration, <b>subject to increase</b>	15%
2	<b>Fee</b> , corresponding to a percentage of the total income generated from language courses from <b>501 enrollees</b> and above, to be paid by the concessionaire to the administration, <b>subject to increase</b>	12%

The economic offer must indicate, **under penalty of exclusion**, the following elements:

- Fee offered, as a percentage value, **upward with respect to the value on which the tender was based** (VAT excluded), which will be applied on the receipts deriving from the sale of enrolments.
- Participants **must accompany their fee offer with an economic and financial plan** for the two-year period, outlining revenue and cost projections for the management of the courses. This plan must justify the proposed fee. It should be noted that in the construction of the economic plan, **forecasts outlined in paragraph 1.3 must be duly considered**. Additionally, among the costs, participants must include those related to the total annual concession fee (comprehensive of: annual

rent cost and annual expenses) to be paid to the Cultural Institute for the use of spaces as indicated in the "TECHNICAL SPECIFICATIONS" and its Annexe A, provided that this option has been included in the technical proposal.

The Committee will proceed to assign the score to the Pricing Proposal in question based on the price/percentage offered compared to the auction base.

Any score relating to the Pricing Proposal will be allocated to the Pricing Proposal of the i-th Tenderer on the basis of the following formula:

$$PE = P_o * (PE_{max} / P_{max})$$

where:

*PE* = Tenderer pricing score;

*PE<sub>max</sub>* = maximum pricing proposal score.

*P<sub>max</sub>* = minimum price offered among all Tenderers;

*P<sub>o</sub>* = price offered by the i-th Tenderer

N°	ECONOMIC OFFER	score
1	Fee, corresponding to a percentage of the total income generated from language courses for up to 500 enrollees, to be paid by the concessionaire to the administration	10
2	Fee, corresponding to a percentage of the total income generated from language courses from 501 enrollees and above, to be paid by the concessionaire to the administration	20

## 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 Embassy provides the relevant information in Schedule 3 (Privacy).

## 8 GOVERNING 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 (<https://www.giustizia-amministrativa.it/>) 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).

London 02/07/2024

The Head of the Procedure