



*Ambasciata d'Italia
Jakarta*

Decreto n. *2/2020*

Gara n. 7675056

CIG: 8203926DE4

DETERMINA A CONTRARRE

Oggetto: Avvio del procedimento per la fornitura dei servizi di sicurezza e sorveglianza per il compound diplomatico dell'Ambasciata d'Italia e della Residenza del Capo Missione a Jakarta

L'AMBASCIATORE D'ITALIA IN INDONESIA, VITTORIO SANDALLI

Visto il decreto del Presidente della Repubblica 5 gennaio 1967, n.18, "Ordinamento dell'Amministrazione degli Affari Esteri";

Visto il R.D. 18 novembre 1923 n. 2440 concernente l'Amministrazione del patrimonio e la contabilità generale dello Stato;

Vista la legge 7 agosto 1990, n. 241, "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi";

Visto il decreto del Presidente della Repubblica 1° febbraio 2010, n.54, "Regolamento recante norme in materia di autonomia gestionale e finanziaria delle Rappresentanze Diplomatiche e degli Uffici Consolari di I categoria del Ministero degli Affari Esteri";

Vista la Legge 22 agosto 2010, n.136 recante il "Piano straordinario contro le Mafie, nonchè delega al Governo in materia di normativa antimafia" e s.m.i. (tracciabilità);

Vista la determinazione n.4 del 7 luglio 2011, recante le Linee Guida sulla tracciabilità dei flussi finanziari ai sensi dell'art. 3 della Legge 13 agosto 2010, n. 163 (tracciabilità);

Visto il D. Lgs. Del 18 aprile 2016 n. 50 recante "Disposizioni per l'attuazione delle Direttive 2014/23/UE, 2014/24/UE e 2014/25/UE sull'aggiudicazione dei contratti di concessione, sugli appalti pubblici e sulle procedure di appalto degli enti erogatori nei settori dell'acqua, dell'energia, dei trasporti e dei servizi postali, nonchè per il riordino della disciplina vigente in materia di contratti pubblici relativi a lavori, servizi e forniture" (fonte per i contratti pubblici);

Visto il decreto del Ministro degli Affari Esteri e della Cooperazione Internazionale 2 novembre 2017, n. 192, "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero";

Considerata l'esigenza di dare attuazione ai principi desumibili dall'articolo 32, comma 2, del decreto legislativo 18 aprile 2016, n. 50, individuando preventivamente gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

Visto il bilancio di previsione per l'esercizio finanziario di riferimento e, in particolare, i criteri di programmazione della spesa delineati dalla relazione di cui all'articolo 6, comma 8, del DPR n. 54 del 2010;

Considerato che, tenendo conto dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario acquisire i servizi di sicurezza e sorveglianza per il compound diplomatico dell'Ambasciata d'Italia e la Residenza del Capo Missione a Jakarta, al fine di garantire la sicurezza degli Uffici della Cancelleria e della Residenza, le cui critiche condizioni impongono il servizio di vigilanza diurna e notturna, a salvaguardia del personale in servizio nonché dei visitatori esterni, essendo state individuate peraltro le specificità tecniche per rendere adeguato il predetto servizio al livello di rischio del Paese;

Considerato che i servizi sopra indicati rientrano in uno dei settori elencati nell'allegato XIV della direttiva 2014/24/UE;

Considerato che è stata eseguita adeguata indagine di mercato relativamente alle imprese svolgenti attività attinente alla sicurezza statica e che, sulla base delle condizioni prevalenti nel mercato di riferimento in loco quali emergono dal complesso degli elementi qui comunque disponibili, il valore stimato dell'appalto ammonta a IDR 7.000.000.000,00 (7 miliardi di Rupie indonesiane) al netto delle imposte indirette per un periodo di tre anni (36 mesi), a partire indicativamente dal 01.07.2020 fino al 30.06.2023;

Considerato che la predetta indagine di mercato è stata esperita per la selezione delle ditte da invitare, laddove non si ritiene opportuna un'indagine di mercato aperta dati i rischi e la criticità della Sede stessa;

Considerata la disponibilità sul bilancio di questa Ambasciata per l'esercizio finanziario 2020 di risorse finanziarie da destinare alla spesa in oggetto;

Considerato che, sulla base del cambio pubblicato nel sito della Banca d'Italia alla data odierna^A, il suddetto importo è inferiore ad euro 750.000 (tetto previsto per i servizi speciali – soglia applicabile in base al disposto delle istruzioni operative sulle procedure di scelta del contraente e sull'esecuzione dei contratti da svolgersi all'estero);

Considerato che, per la tipologia e per il valore stimato del contratto da acquisire, l'articolo 7, comma 2, lettera b), del DM n. 192 del 2017, prevede che il contraente sia selezionato mediante procedura negoziata senza pubblicazione (soglia in cui sono ricompresi i servizi speciali entro il tetto di Euro 750.000,00);

Considerato che, sulla base dell'articolo 11 del DM n. 192 del 2017 ed avuto riguardo all'oggetto e alla natura dell'appalto, il contratto può essere aggiudicato con il criterio del minor prezzo;

^A Banca d'Italia - Cambi giornalieri contro Euro riferiti al 20 aprile 2020

Paese	Valuta	Codice ISO	Codice UIC	Quotazione	Convenzione di cambio	Data di riferimento (CET)
INDONESIA	Rupia Indonesiana	IDR	123	16871.01	Quantità di valuta estera per 1 Euro	2020-04-20

IDR 7.000.000.000 = EUR 414.910,70

Considerato che in base a quanto stabilito dall'art. 36 del D.Lgs. 50/2016, le stazioni appaltanti possono aggiudicare contratti sotto soglia per lavori, servizi, forniture mediante procedura negoziata con invito rivolto ad almeno cinque operatori, ove sussistenti, in relazione all'affidamento da effettuare, garantendo tale procedura la professionalità dell'esecutore e pertanto il livello di qualità dell'esecuzione delle opere;

Considerato che il criterio di selezione sarà quello del minor prezzo, in ragione della professionalità dei partecipanti alla procedura negoziata, essendosi rivolto l'invito a Ditte selezionate per livello qualitativo delle prestazioni e specifica competenza;

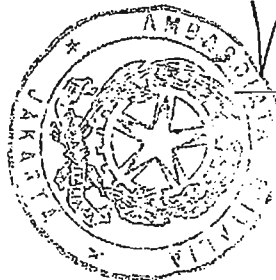
Considerato, per le ragioni sopra espresse, che sussistano tutti i presupposti di legittimità e di merito per poter procedere all'affidamento del servizio mediante le modalità di cui all'art.36 sopra citato, e art. 7 del D.M. n. 192 del 2017, in particolare date le istruzioni operative ministeriali che individuano il servizio di sicurezza e sorveglianza come servizio speciale di cui alla soglia di Euro 750.000 ritenendosi non opportuna un'indagine di mercato aperta a tutela di ineludibili esigenze di sicurezza;

Presa nota delle linee guida ANAC in materia di trasparenza ed il necessario contemperamento con le esigenze di tutela della sicurezza della Sede e del personale, per cui si è ritenuto di non dover procedere alla pubblicazione dell'avviso di indagine esplorativa finalizzata all'acquisizione di manifestazioni di interesse per la partecipazione al procedimento di aggiudicazione ex art. 36 del D. Lgs. 50/2016, ma di esperire un'attenta indagine di mercato per l'individuazione di Ditte in possesso dei requisiti necessari per i delicati compiti sottesi all'espletamento del servizio di sorveglianza, cui sarà rivolto l'invito secondo le procedure di cui alla normativa sopra richiamata;

DETERMINA

1. di avviare una procedura per acquisire la fornitura dei servizi di sicurezza e sorveglianza del compound diplomatico dell'Ambasciata d'Italia e della Residenza del Capo Missione, mediante procedura negoziata senza previa pubblicazione da aggiudicarsi con il criterio del minor prezzo;
2. che la documentazione relativa alla suddetta procedura sia redatta in lingua inglese, la cui diffusione in ambito commerciale in Indonesia è tale da poterla considerare lingua veicolare atta a facilitare la più ampia partecipazione possibile. Tale lingua verrà utilizzata per tutti gli atti aventi valenza esterna, mentre per i documenti di carattere prevalentemente interno potrà essere utilizzata la lingua italiana.
3. che la spesa connessa alla presente procedura sarà imputata al titolo I.11.01 del bilancio di sede;
4. di nominare quale responsabile unico del procedimento il Consigliere Giovanni BRIGNONE che, con autonomia decisionale, svolge tutte le attività riferite al suddetto affidamento, ivi comprese quelle in materia di trasparenza e di prevenzione della corruzione, in conformità con la vigente normativa, individuando le modalità appropriate per il perseguimento delle esigenze pubbliche sottese all'appalto di cui trattasi;
5. che la prescelta procedura negoziata a inviti risponde ai necessari criteri di efficacia e tempestività, e ritiene che tuteli adeguatamente i principi (art.30 D Lgs. 50/2016) di cui alla normativa che disciplina i contratti pubblici, nonchè le esigenze di razionalità ed economicità della spesa.

Jakarta, 20 aprile 2020



V. A. Sandalli

L'Ambasciatore
Vittorio SANDALLI



*Ambasciata d'Italia
Jakarta*

**GARA (BID) No. 7675056
CIG: 8203926DE4**

INVITATION TO BID

**To: PT. ENVIRONMENTAL INDOKARYA
(SECURITAS Indonesia)**
Gedung Lina Lt.3 / 301
Jl. HR. Rasuna Said Kav. B-7, Setiabudi
Jakarta Selatan
Email: info@securitas.co.id

Object: Invitation to participate in a restricted tender procedure for the supply of daily security and surveillance services at the headquarters of the Embassy of Italy and at the Italian Ambassador's Residence – CIG [8203926DE4]

The Embassy of Italy in Jakarta (the "Customer") intends to select a Contractor ("Bidder") – through a restricted procedure (art. 36 of Presidential Decree no. 50/18th April 2016) – for the supply of daily surveillance services at its headquarters and at the Ambassador's Residence, in accordance with the specifications set forth under the following points.

1. Object and tender budget

1.1 The relations between the "Customer" and the "Contractor" will be regulated by a Contract as per ANNEX 1.

1.2 The selected Bidder will execute the tasks indicated in ANNEX 2.

1.3 The value of the Contract, for a duration of three (3) years, cannot exceed the amount of IDR 7,000,000,000.00 (net of indirect taxes), which constitutes the **tender budget**.

2. – Contact Person

The Contact Person and Official Responsible for this Procedure ("Responsabile Unico del Procedimento – RUP") on behalf of the Embassy is **Counsellor Giovanni Brignone**.

3. Requirements

3.1 The "Contractor" falling under one of grounds for exclusion set out in ANNEX 3 or not in possession of the special qualifying requirements indicated in ANNEX 2 will be excluded from this procedure.

3.2 The absence of grounds for exclusion can be attested by an affidavit sworn before the competent Authority as per model in ANNEX 3. The Bidder authorizes the Customer to verify with the local Authorities the authenticity of its requirements' declaration.

3.3 The Bidder must possess an adequate insurance cover for professional risks.

4. Award criterion

4.1 Restricted procedure: at least five candidates will be invited to submit an offer.

4.2 The contract will be awarded by adopting the lowest-price criterion. Please note: offers exceeding the ceiling price shall not be considered and shall be excluded.

4.3 The contract will be awarded even if only 1 (one) offer is received, provided it is deemed appropriate and convenient according to provisions of art. 97 c. 6 of the Code 50/2016.

5. Mandatory site inspection

All Bidders interested in participating in this procedure must carry out a mandatory site inspection of both the Embassy's headquarters and the Ambassador's Residence in order to be able to submit their offers. To arrange said site inspection they must request an appointment to the Embassy by sending an email to: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it by no later than **May 4th 2020 at 17h00**. An appropriate certificate will be released to bidders upon completion of said site inspection.

6. Terms and Presentation of the Offers

6.1 Requests to participate in the bid ("Offers") must be presented in a closed and sealed parcel. On its outer surface, said parcel should clearly mention:

- **"DO NOT OPEN: Offer for the supply of services to the Embassy of Italy in Jakarta - CIG 8203926DE4"**;

- The full **Denomination of the Bidder, Registered Office, Address and Contacts**.

6.2 In order to be valid, the parcel must contain two envelopes, all sealed with adhesive tape and mentioning the tender's object and the Bidder's denomination. The envelopes must be marked as follows:

- Envelope A (Administrative Documents)

- Envelope B (Economic Offer)

6.3 The parcels containing the Offers and the relevant documentation must be delivered to the "Customer" within **May 25th 2020 at 17h00** by one of the following means, to be chosen by the Bidder:

- by post (registered mail) at the following address: Embassy of Italy, Administrative Office. - Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.
- by hand, at the above mentioned address, from 09h30 to 16h30 daily excluding weekends and public holidays (a receipt will be provided).

6.4 In order to demonstrate the delivery within the terms, only the receipt stamp on the packet by the Embassy will be considered valid.

6.5 The offer and the related documents should all be written in English.

6.6 Offers containing alternatives, conditional or multiple offers will be excluded.

6.7 Should the Offer and/or the accompanying documentation be undersigned by a proxy/representative of the Bidder, adequate certification proving his/her power to sign must be produced.

6.8 The timely delivery of the parcels is exclusively at the Contractor's risk. Failure to deliver at the right place and in accordance with the indicated terms and modalities will entail the exclusion of the Bidder. In such case, these parcels will not be opened and will be returned to the Bidder.

7. Content of the envelopes

7.1 **Envelope A (Administrative Documents)** must contain the following documents:

- a) Annex 3, in which the Bidder self-certifies the absence of grounds for exclusion and fully accepts, with no exception, the provisions and conditions of this letter and its Annexes;

- b) All relevant documentation attesting the possession of the special qualifying requirements indicated in ANNEX 2
- c) The Bidder's written commitment to keep its offer valid for 180 days;
- d) The certificate issued by the Embassy after the mandatory site inspection

7.1.2 In case of lack, incompleteness and any other essential irregularity in the elements requested at paragraph 6.1., the Customer may grant the Bidder the chance to submit, integrate or adjust the required declarations within a maximum of five (5) working days. This possibility does not apply to serious irregularities in the documentation that do not allow for the identification of its content or of the subject responsible for it.

7.2 Envelope B (Economic Offer) must contain the following documents:

7.2.1 In the Envelope B (Economic Offer) the Bidder shall submit his best economic offer with respect to the required services.

7.2.2 The economic offers cannot exceed the amount mentioned as tender budget.

7.2.3 The offer must contain the Bidder's denomination and be signed by its legal representative or proxy thereof (copy of his/her valid ID document must be attached).

8. Opening and evaluation of the offers

8.1 The parcels (and envelopes herewith contained) will be opened by the Official Responsabile for the Procedure (RUP) on **May 27th 2020 at 15h00**, during a public session to be held at the Embassy of Italy Customer's premises in Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.

8.2 Only the Bidders' appointed legal representatives/proxies are admitted to said session.

9. Transfer of the Contract and Sub-contracting

Given the sensitive nature of the services object of this tender procedure, which have serious implications on the security and safety of the Embassy of Italy and its personnel, it is of crucial importance for the Customer to establish a direct, fiduciary relationship with the tender's awardee. It is therefore forbidden for the winning Bidder to transfer, completely or in part, the signed contract; eventual sub-contracting of partial services is also forbidden.

10. Surety for the correct execution of the contract

10.1 prior to the signing of the Contract, the successful Bidder must submit, as guarantee of the correct fulfilment of its obligations, a suitable Bank or Insurance Surety covering 10% (ten per cent) of the contract's value. Said Surety must contain the declared waiver of the benefit of a prior foreclosure on the main debtor, valid within 15 days of the request of the Customer.

10.2 The Customer reserves the right to foreclose the Surety in case of fraud or default caused by the Contractor.

10.3 The Surety can be gradually released along with the advancement of the contract, with a limit up to eighty per cent of the amount guaranteed. The remaining amount shall be released further to the final, regular completion of the contract.

11. Clarifications

11.1 Prospective requests of information or clarifications should be submitted via email to the Customer in due time (at least 10 (ten) days prior to the offer presentation's deadline) at the following email addresses: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it

11.2 The Customer will reply at least 5 (five) days before the offer presentation's deadline by sending to all participating Bidders an e-mail with all the questions received and the corresponding answers.

12. Personal data protection

12.1 The Embassy guarantees protection of personal data provided by bidders as per current GDPR regulation 2016/679 in regards to personal data processing as per details in Annex 4.

12.2 By signing Annex 4, the bidder agrees on the personal data processing by the Embassy, including the verifications as per paragraph 3.2.

13. Applicable standards

This bidding procedure is governed by Italian Law, based on the provisions of art. 36 of Presidential Decree no. 50/18th April 2016. The competent forum for disputes is the Court of Rome.

The Customer reserves the right to cancel the award of this Bid should the adjudication procedure not be approved by the Ministry of Foreign Affairs and International Cooperation in Rome, in which case no participant shall have entitlement to any compensation of any kind for having participated in the process or for having submitted the requested documentation.

Jakarta, 24th April 2020


Vittorio Sandalli
Ambassador of Italy



*Ambasciata d'Italia
Jakarta*

**GARA (BID) No. 7675056
CIG: 8203926DE4**

INVITATION TO BID

To: PT. RAJAWALI TRANS MULTIMAS
HOME OFFICE
Jl. Jalur Sutera Barat Kav.17
Alam Sutera, Tangerang 15325
Email: rtm@rtm.co.id

Object: Invitation to participate in a restricted tender procedure for the supply of daily security and surveillance services at the headquarters of the Embassy of Italy and at the Italian Ambassador's Residence – CIG [8203926DE4]

The Embassy of Italy in Jakarta (the "Customer") intends to select a Contractor ("Bidder") – through a restricted procedure (art. 36 of Presidential Decree no. 50/18th April 2016) – for the supply of daily surveillance services at its headquarters and at the Ambassador's Residence, in accordance with the specifications set forth under the following points.

1. Object and tender budget

- 1.1 The relations between the "Customer" and the "Contractor" will be regulated by a Contract as per ANNEX 1.
- 1.2 The selected Bidder will execute the tasks indicated in ANNEX 2.
- 1.3 The value of the Contract, for a duration of three (3) years, cannot exceed the amount of IDR 7,000,000,000.00 (net of indirect taxes), which constitutes the **tender budget**.

2. – Contact Person

The Contact Person and Official Responsible for this Procedure ("Responsabile Unico del Procedimento – RUP") on behalf of the Embassy is **Counsellor Giovanni Brignone**.

3. Requirements

- 3.1 The "Contractor" falling under one of grounds for exclusion set out in ANNEX 3 or not in possession of the special qualifying requirements indicated in ANNEX 2 will be excluded from this procedure.
- 3.2 The absence of grounds for exclusion can be attested by an affidavit sworn before the competent Authority as per model in ANNEX 3. The Bidder authorizes the Customer to verify with the local Authorities the authenticity of its requirements' declaration.
- 3.3 The Bidder must possess an adequate insurance cover for professional risks.

4. Award criterion

- 4.1 Restricted procedure: at least five candidates will be invited to submit an offer.
- 4.2 The contract will be awarded by adopting the lowest-price criterion. Please note: offers exceeding the ceiling price shall not be considered and shall be excluded.

4.3 The contract will be awarded even if only 1 (one) offer is received, provided it is deemed appropriate and convenient according to provisions of art. 97 c. 6 of the Code 50/2016.

5. Mandatory site inspection

All Bidders interested in participating in this procedure must carry out a mandatory site inspection of both the Embassy's headquarters and the Ambassador's Residence in order to be able to submit their offers. To arrange said site inspection they must request an appointment to the Embassy by sending an email to: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it by no later than **May 4th 2020 at 17h00**. An appropriate certificate will be released to bidders upon completion of said site inspection.

6. Terms and Presentation of the Offers

6.1 Requests to participate in the bid ("Offers") must be presented in a closed and sealed parcel. On its outer surface, said parcel should clearly mention:

- **"DO NOT OPEN: Offer for the supply of services to the Embassy of Italy in Jakarta - CIG 8203926DE4"**;

- The full **Denomination of the Bidder, Registered Office, Address and Contacts**.

6.2 In order to be valid, the parcel must contain two envelopes, all sealed with adhesive tape and mentioning the tender's object and the Bidder's denomination. The envelopes must be marked as follows:

- Envelope A (Administrative Documents)

- Envelope B (Economic Offer)

6.3 The parcels containing the Offers and the relevant documentation must be delivered to the "Customer" within **May 25th 2020 at 17h00** by one of the following means, to be chosen by the Bidder:

- by post (registered mail) at the following address: Embassy of Italy, Administrative Office. - Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.
- by hand, at the above mentioned address, from 09h30 to 16h30 daily excluding weekends and public holidays (a receipt will be provided).

6.4 In order to demonstrate the delivery within the terms, only the receipt stamp on the packet by the Embassy will be considered valid.

6.5 The offer and the related documents should all be written in English.

6.6 Offers containing alternatives, conditional or multiple offers will be excluded.

6.7 Should the Offer and/or the accompanying documentation be undersigned by a proxy/representative of the Bidder, adequate certification proving his/her power to sign must be produced.

6.8 The timely delivery of the parcels is exclusively at the Contractor's risk. Failure to deliver at the right place and in accordance with the indicated terms and modalities will entail the exclusion of the Bidder. In such case, these parcels will not be opened and will be returned to the Bidder.

7. Content of the envelopes

7.1 **Envelope A (Administrative Documents)** must contain the following documents:

- a) Annex 3, in which the Bidder self-certifies the absence of grounds for exclusion and fully accepts, with no exception, the provisions and conditions of this letter and its Annexes;
- b) All relevant documentation attesting the possession of the special qualifying requirements indicated in ANNEX 2
- c) The Bidder's written commitment to keep its offer valid for 180 days;

d) The certificate issued by the Embassy after the mandatory site inspection

7.1.2 In case of lack, incompleteness and any other essential irregularity in the elements requested at paragraph 6.1., the Customer may grant the Bidder the chance to submit, integrate or adjust the required declarations within a maximum of five (5) working days. This possibility does not apply to serious irregularities in the documentation that do not allow for the identification of its content or of the subject responsible for it.

7.2 Envelope B (Economic Offer) must contain the following documents:

7.2.1 In the Envelope B (Economic Offer) the Bidder shall submit his best economic offer with respect to the required services.

7.2.2 The economic offers cannot exceed the amount mentioned as tender budget.

7.2.3 The offer must contain the Bidder's denomination and be signed by its legal representative or proxy thereof (copy of his/her valid ID document must be attached).

8. Opening and evaluation of the offers

8.1 The parcels (and envelopes herewith contained) will be opened by the Official Responsabile for the Procedure (RUP) on **May 27th 2020 at 15h00**, during a public session to be held at the Embassy of Italy Customer's premises in Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.

8.2 Only the Bidders' appointed legal representatives/proxies are admitted to said session.

9. Transfer of the Contract and Sub-contracting

Given the sensitive nature of the services object of this tender procedure, which have serious implications on the security and safety of the Embassy of Italy and its personnel, it is of crucial importance for the Customer to establish a direct, fiduciary relationship with the tender's awardee. It is therefore forbidden for the winning Bidder to transfer, completely or in part, the signed contract; eventual sub-contracting of partial services is also forbidden.

10. Surety for the correct execution of the contract

10.1 prior to the signing of the Contract, the successful Bidder must submit, as guarantee of the correct fulfilment of its obligations, a suitable Bank or Insurance Surety covering 10% (ten per cent) of the contract's value. Said Surety must contain the declared waiver of the benefit of a prior foreclosure on the main debtor, valid within 15 days of the request of the Customer.

10.2 The Customer reserves the right to foreclose the Surety in case of fraud or default caused by the Contractor.

10.3 The Surety can be gradually released along with the advancement of the contract, with a limit up to eighty per cent of the amount guaranteed. The remaining amount shall be released further to the final, regular completion of the contract.

11. Clarifications

11.1 Prospective requests of information or clarifications should be submitted via email to the Customer in due time (at least 10 (ten) days prior to the offer presentation's deadline) at the following email addresses: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it

11.2 The Customer will reply at least 5 (five) days before the offer presentation's deadline by sending to all participating Bidders an e-mail with all the questions received and the corresponding answers.

12. Personal data protection

12.1 The Embassy guarantees protection of personal data provided by bidders as per current GDPR regulation 2016/679 in regards to personal data processing as per details in Annex 4.

12.2 By signing Annex 4, the bidder agrees on the personal data processing by the Embassy, including the verifications as per paragraph 3.2.

13. Applicable standards

This bidding procedure is governed by Italian Law, based on the provisions of art. 36 of Presidential Decree no. 50/18th April 2016. The competent forum for disputes is the Court of Rome.

The Customer reserves the right to cancel the award of this Bid should the adjudication procedure not be approved by the Ministry of Foreign Affairs and International Cooperation in Rome, in which case no participant shall have entitlement to any compensation of any kind for having participated in the process or for having submitted the requested documentation.

Jakarta, 24th April 2020

A handwritten signature in dark ink, appearing to read 'V. Sandalli', is positioned above the printed name.

Vittorio Sandalli
Ambassador of Italy



*Ambasciata d'Italia
Jakarta*

**GARA (BID) No. 7675056
CIG: 8203926DE4**

INVITATION TO BID

To: PT. PANCA PESONA ABADI
Jl. Gading Raya 2 No.7
Pisangan Timur - Jakarta Timur
Email: pancapesona22@yahoo.com
pancapesonaabadi@gmail.com

Object: Invitation to participate in a restricted tender procedure for the supply of daily security and surveillance services at the headquarters of the Embassy of Italy and at the Italian Ambassador's Residence – CIG [8203926DE4]

The Embassy of Italy in Jakarta (the “Customer”) intends to select a Contractor (“Bidder”) – through a restricted procedure (art. 36 of Presidential Decree no. 50/18th April 2016) – for the supply of daily surveillance services at its headquarters and at the Ambassador's Residence, in accordance with the specifications set forth under the following points.

1. Object and tender budget

- 1.1 The relations between the “Customer” and the “Contractor” will be regulated by a Contract as per ANNEX 1.
- 1.2 The selected Bidder will execute the tasks indicated in ANNEX 2.
- 1.3 The value of the Contract, for a duration of three (3) years, cannot exceed the amount of IDR 7,000,000,000.00 (net of indirect taxes), which constitutes the **tender budget**.

2. – Contact Person

The Contact Person and Official Responsible for this Procedure (“Responsabile Unico del Procedimento – RUP”) on behalf of the Embassy is **Counsellor Giovanni Brignone**.

3. Requirements

- 3.1 The “Contractor” falling under one of grounds for exclusion set out in ANNEX 3 or not in possession of the special qualifying requirements indicated in ANNEX 2 will be excluded from this procedure.
- 3.2 The absence of grounds for exclusion can be attested by an affidavit sworn before the competent Authority as per model in ANNEX 3. The Bidder authorizes the Customer to verify with the local Authorities the authenticity of its requirements' declaration.
- 3.3 The Bidder must possess an adequate insurance cover for professional risks.

4. Award criterion

- 4.1 Restricted procedure: at least five candidates will be invited to submit an offer.
- 4.2 The contract will be awarded by adopting the lowest-price criterion. Please note: offers exceeding the ceiling price shall not be considered and shall be excluded.

4.3 The contract will be awarded even if only 1 (one) offer is received, provided it is deemed appropriate and convenient according to provisions of art. 97 c. 6 of the Code 50/2016.

5. Mandatory site inspection

All Bidders interested in participating in this procedure must carry out a mandatory site inspection of both the Embassy's headquarters and the Ambassador's Residence in order to be able to submit their offers. To arrange said site inspection they must request an appointment to the Embassy by sending an email to: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it by no later than **May 4th 2020 at 17h00**. An appropriate certificate will be released to bidders upon completion of said site inspection.

6. Terms and Presentation of the Offers

6.1 Requests to participate in the bid ("Offers") must be presented in a closed and sealed parcel. On its outer surface, said parcel should clearly mention:

- **"DO NOT OPEN: Offer for the supply of services to the Embassy of Italy in Jakarta - CIG 8203926DE4"**;

- The full **Denomination of the Bidder, Registered Office, Address and Contacts**.

6.2 In order to be valid, the parcel must contain two envelopes, all sealed with adhesive tape and mentioning the tender's object and the Bidder's denomination. The envelopes must be marked as follows:

- Envelope A (Administrative Documents)

- Envelope B (Economic Offer)

6.3 The parcels containing the Offers and the relevant documentation must be delivered to the "Customer" within **May 25th 2020 at 17h00** by one of the following means, to be chosen by the Bidder:

- by post (registered mail) at the following address: Embassy of Italy, Administrative Office. - Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.
- by hand, at the above mentioned address, from 09h30 to 16h30 daily excluding weekends and public holidays (a receipt will be provided).

6.4 In order to demonstrate the delivery within the terms, only the receipt stamp on the packet by the Embassy will be considered valid.

6.5 The offer and the related documents should all be written in English.

6.6 Offers containing alternatives, conditional or multiple offers will be excluded.

6.7 Should the Offer and/or the accompanying documentation be undersigned by a proxy/representative of the Bidder, adequate certification proving his/her power to sign must be produced.

6.8 The timely delivery of the parcels is exclusively at the Contractor's risk. Failure to deliver at the right place and in accordance with the indicated terms and modalities will entail the exclusion of the Bidder. In such case, these parcels will not be opened and will be returned to the Bidder.

7. Content of the envelopes

7.1 **Envelope A (Administrative Documents)** must contain the following documents:

- a) Annex 3, in which the Bidder self-certifies the absence of grounds for exclusion and fully accepts, with no exception, the provisions and conditions of this letter and its Annexes;
- b) All relevant documentation attesting the possession of the special qualifying requirements indicated in ANNEX 2
- c) The Bidder's written commitment to keep its offer valid for 180 days;

d) The certificate issued by the Embassy after the mandatory site inspection

7.1.2 In case of lack, incompleteness and any other essential irregularity in the elements requested at paragraph 6.1., the Customer may grant the Bidder the chance to submit, integrate or adjust the required declarations within a maximum of five (5) working days. This possibility does not apply to serious irregularities in the documentation that do not allow for the identification of its content or of the subject responsible for it.

7.2 Envelope B (Economic Offer) must contain the following documents:

7.2.1 In the Envelope B (Economic Offer) the Bidder shall submit his best economic offer with respect to the required services.

7.2.2 The economic offers cannot exceed the amount mentioned as tender budget.

7.2.3 The offer must contain the Bidder's denomination and be signed by its legal representative or proxy thereof (copy of his/her valid ID document must be attached).

8. Opening and evaluation of the offers

8.1 The parcels (and envelopes herewith contained) will be opened by the Official Responsabile for the Procedure (RUP) on **May 27th 2020 at 15h00**, during a public session to be held at the Embassy of Italy Customer's premises in Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.

8.2 Only the Bidders' appointed legal representatives/proxies are admitted to said session.

9. Transfer of the Contract and Sub-contracting

Given the sensitive nature of the services object of this tender procedure, which have serious implications on the security and safety of the Embassy of Italy and its personnel, it is of crucial importance for the Customer to establish a direct, fiduciary relationship with the tender's awardee. It is therefore forbidden for the winning Bidder to transfer, completely or in part, the signed contract; eventual sub-contracting of partial services is also forbidden.

10. Surety for the correct execution of the contract

10.1 prior to the signing of the Contract, the successful Bidder must submit, as guarantee of the correct fulfilment of its obligations, a suitable Bank or Insurance Surety covering 10% (ten per cent) of the contract's value. Said Surety must contain the declared waiver of the benefit of a prior foreclosure on the main debtor, valid within 15 days of the request of the Customer.

10.2 The Customer reserves the right to foreclose the Surety in case of fraud or default caused by the Contractor.

10.3 The Surety can be gradually released along with the advancement of the contract, with a limit up to eighty per cent of the amount guaranteed. The remaining amount shall be released further to the final, regular completion of the contract.

11. Clarifications

11.1 Prospective requests of information or clarifications should be submitted via email to the Customer in due time (at least 10 (ten) days prior to the offer presentation's deadline) at the following email addresses: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it

11.2 The Customer will reply at least 5 (five) days before the offer presentation's deadline by sending to all participating Bidders an e-mail with all the questions received and the corresponding answers.

12. Personal data protection

12.1 The Embassy guarantees protection of personal data provided by bidders as per current GDPR regulation 2016/679 in regards to personal data processing as per details in Annex 4.

12.2 By signing Annex 4, the bidder agrees on the personal data processing by the Embassy, including the verifications as per paragraph 3.2.

13. Applicable standards

This bidding procedure is governed by Italian Law, based on the provisions of art. 36 of Presidential Decree no. 50/18th April 2016. The competent forum for disputes is the Court of Rome.

The Customer reserves the right to cancel the award of this Bid should the adjudication procedure not be approved by the Ministry of Foreign Affairs and International Cooperation in Rome, in which case no participant shall have entitlement to any compensation of any kind for having participated in the process or for having submitted the requested documentation.

Jakarta, 24th April 2020


Vittorio Sandalli
Ambassador of Italy



*Ambasciata d'Italia
Jakarta*

**GARA (BID) No. 7675056
CIG: 8203926DE4**

INVITATION TO BID

To: KRIDA KENCANA SUKSESTAMA
Jl. Sungai Sambas VII No.1
Kebayoran Baru - Jakarta 12130
Email: admin@kridakencanasuksestama.com
customerservice@gkk-kks.com

Object: Invitation to participate in a restricted tender procedure for the supply of daily security and surveillance services at the headquarters of the Embassy of Italy and at the Italian Ambassador's Residence – CIG [8203926DE4]

The Embassy of Italy in Jakarta (the "Customer") intends to select a Contractor ("Bidder") – through a restricted procedure (art. 36 of Presidential Decree no. 50/18th April 2016) – for the supply of daily surveillance services at its headquarters and at the Ambassador's Residence, in accordance with the specifications set forth under the following points.

1. Object and tender budget

- 1.1 The relations between the "Customer" and the "Contractor" will be regulated by a Contract as per ANNEX 1.
- 1.2 The selected Bidder will execute the tasks indicated in ANNEX 2.
- 1.3 The value of the Contract, for a duration of three (3) years, cannot exceed the amount of IDR 7,000,000,000.00 (net of indirect taxes), which constitutes the **tender budget**.

2. – Contact Person

The Contact Person and Official Responsible for this Procedure ("Responsabile Unico del Procedimento – RUP") on behalf of the Embassy is **Counsellor Giovanni Brignone**.

3. Requirements

- 3.1 The "Contractor" falling under one of grounds for exclusion set out in ANNEX 3 or not in possession of the special qualifying requirements indicated in ANNEX 2 will be excluded from this procedure.
- 3.2 The absence of grounds for exclusion can be attested by an affidavit sworn before the competent Authority as per model in ANNEX 3. The Bidder authorizes the Customer to verify with the local Authorities the authenticity of its requirements' declaration.
- 3.3 The Bidder must possess an adequate insurance cover for professional risks.

4. Award criterion

- 4.1 Restricted procedure: at least five candidates will be invited to submit an offer.
- 4.2 The contract will be awarded by adopting the lowest-price criterion. Please note: offers exceeding the ceiling price shall not be considered and shall be excluded.

4.3 The contract will be awarded even if only 1 (one) offer is received, provided it is deemed appropriate and convenient according to provisions of art. 97 c. 6 of the Code 50/2016.

5. Mandatory site inspection

All Bidders interested in participating in this procedure must carry out a mandatory site inspection of both the Embassy's headquarters and the Ambassador's Residence in order to be able to submit their offers. To arrange said site inspection they must request an appointment to the Embassy by sending an email to: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it by no later than **May 4th 2020 at 17h00**. An appropriate certificate will be released to bidders upon completion of said site inspection.

6. Terms and Presentation of the Offers

6.1 Requests to participate in the bid ("Offers") must be presented in a closed and sealed parcel. On its outer surface, said parcel should clearly mention:

- **"DO NOT OPEN: Offer for the supply of services to the Embassy of Italy in Jakarta - CIG 8203926DE4"**;

- The full **Denomination of the Bidder, Registered Office, Address and Contacts**.

6.2 In order to be valid, the parcel must contain two envelopes, all sealed with adhesive tape and mentioning the tender's object and the Bidder's denomination. The envelopes must be marked as follows:

- Envelope A (Administrative Documents)

- Envelope B (Economic Offer)

6.3 The parcels containing the Offers and the relevant documentation must be delivered to the "Customer" within **May 25th 2020 at 17h00** by one of the following means, to be chosen by the Bidder:

- by post (registered mail) at the following address: Embassy of Italy, Administrative Office. - Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.
- by hand, at the above mentioned address, from 09h30 to 16h30 daily excluding weekends and public holidays (a receipt will be provided).

6.4 In order to demonstrate the delivery within the terms, only the receipt stamp on the packet by the Embassy will be considered valid.

6.5 The offer and the related documents should all be written in English.

6.6 Offers containing alternatives, conditional or multiple offers will be excluded.

6.7 Should the Offer and/or the accompanying documentation be undersigned by a proxy/representative of the Bidder, adequate certification proving his/her power to sign must be produced.

6.8 The timely delivery of the parcels is exclusively at the Contractor's risk. Failure to deliver at the right place and in accordance with the indicated terms and modalities will entail the exclusion of the Bidder. In such case, these parcels will not be opened and will be returned to the Bidder.

7. Content of the envelopes

7.1 **Envelope A (Administrative Documents)** must contain the following documents:

- a) Annex 3, in which the Bidder self-certifies the absence of grounds for exclusion and fully accepts, with no exception, the provisions and conditions of this letter and its Annexes;
- b) All relevant documentation attesting the possession of the special qualifying requirements indicated in ANNEX 2
- c) The Bidder's written commitment to keep its offer valid for 180 days;

d) The certificate issued by the Embassy after the mandatory site inspection

7.1.2 In case of lack, incompleteness and any other essential irregularity in the elements requested at paragraph 6.1., the Customer may grant the Bidder the chance to submit, integrate or adjust the required declarations within a maximum of five (5) working days. This possibility does not apply to serious irregularities in the documentation that do not allow for the identification of its content or of the subject responsible for it.

7.2 Envelope B (Economic Offer) must contain the following documents:

7.2.1 In the Envelope B (Economic Offer) the Bidder shall submit his best economic offer with respect to the required services.

7.2.2 The economic offers cannot exceed the amount mentioned as tender budget.

7.2.3 The offer must contain the Bidder's denomination and be signed by its legal representative or proxy thereof (copy of his/her valid ID document must be attached).

8. Opening and evaluation of the offers

8.1 The parcels (and envelopes herewith contained) will be opened by the Official Responsabile for the Procedure (RUP) on **May 27th 2020 at 15h00**, during a public session to be held at the Embassy of Italy Customer's premises in Jl. Diponegoro n. 45, 13310 Menteng, Jakarta.

8.2 Only the Bidders' appointed legal representatives/proxies are admitted to said session.

9. Transfer of the Contract and Sub-contracting

Given the sensitive nature of the services object of this tender procedure, which have serious implications on the security and safety of the Embassy of Italy and its personnel, it is of crucial importance for the Customer to establish a direct, fiduciary relationship with the tender's awardee. It is therefore forbidden for the winning Bidder to transfer, completely or in part, the signed contract; eventual sub-contracting of partial services is also forbidden.

10. Surety for the correct execution of the contract

10.1 prior to the signing of the Contract, the successful Bidder must submit, as guarantee of the correct fulfilment of its obligations, a suitable Bank or Insurance Surety covering 10% (ten per cent) of the contract's value. Said Surety must contain the declared waiver of the benefit of a prior foreclosure on the main debtor, valid within 15 days of the request of the Customer.

10.2 The Customer reserves the right to foreclose the Surety in case of fraud or default caused by the Contractor.

10.3 The Surety can be gradually released along with the advancement of the contract, with a limit up to eighty per cent of the amount guaranteed. The remaining amount shall be released further to the final, regular completion of the contract.

11. Clarifications

11.1 Prospective requests of information or clarifications should be submitted via email to the Customer in due time (at least 10 (ten) days prior to the offer presentation's deadline) at the following email addresses: amm2.jakarta@esteri.it and/or amm3.jakarta@esteri.it

11.2 The Customer will reply at least 5 (five) days before the offer presentation's deadline by sending to all participating Bidders an e-mail with all the questions received and the corresponding answers.

12. Personal data protection

12.1 The Embassy guarantees protection of personal data provided by bidders as per current GDPR regulation 2016/679 in regards to personal data processing as per details in Annex 4.

12.2 By signing Annex 4, the bidder agrees on the personal data processing by the Embassy, including the verifications as per paragraph 3.2.

13. Applicable standards

This bidding procedure is governed by Italian Law, based on the provisions of art. 36 of Presidential Decree no. 50/18th April 2016. The competent forum for disputes is the Court of Rome.

The Customer reserves the right to cancel the award of this Bid should the adjudication procedure not be approved by the Ministry of Foreign Affairs and International Cooperation in Rome, in which case no participant shall have entitlement to any compensation of any kind for having participated in the process or for having submitted the requested documentation.

Jakarta, 24th April 2020


Vittorio Sandalli
Ambassador of Italy



*Ambasciata d'Italia
Jakarta*

Decreto n. 4 /2020

**DECRETO DI APPROVAZIONE
DELL'AGGIUDICAZIONE E DEL CONTRATTO
(per procedure negoziate senza pubblicazione di lavori, forniture e servizi)**

L'AMBASCIATORE

) Visto il decreto del Presidente della Repubblica 5 gennaio 1967, n.18, "Ordinamento dell'amministrazione degli affari esteri";

Visto il decreto del Presidente della Repubblica 1 febbraio 2010, n.54, "Regolamento recante norme in materia di autonomia gestionale e finanziaria delle rappresentanze diplomatiche e degli uffici consolari di I categoria del Ministero degli affari esteri"

Visto il decreto del Ministro degli affari esteri e della cooperazione internazionale 2 novembre 2017, n. 192, "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero";

Vista la determina a contrarre del 20 aprile 2020 per l'affidamento mediante procedura negoziata senza pubblicazione della fornitura dei servizi di sicurezza e sorveglianza per il compound diplomatico dell'Ambasciata d'Italia e della Residenza del Capo Missione a Jakarta (Gara: 7675056, CIG: 8203926DE4)

Vista la documentazione di gara;

Considerato che, a seguito di espletamento della procedura prevista dalla lettera d'invito e delle verifiche effettuate sul possesso dei requisiti, è stato selezionato per l'affidamento dell'appalto l'operatore economico PT ENVIRONMENTAL INDOKARYA (operante come SECURITAS INDONESIA e avente sede presso Lina Building, suite 301. Jl. H.R. Rasuna Said Kav B7, Kuningan, Jakarta 12910), per il prezzo di **Rupie indonesiane (IDR) 5.963.074.676,00**, al netto delle imposte indirette;

Visto il contratto sottoscritto il 25 giugno 2020 con il predetto operatore economico;

Su proposta del responsabile unico del procedimento;

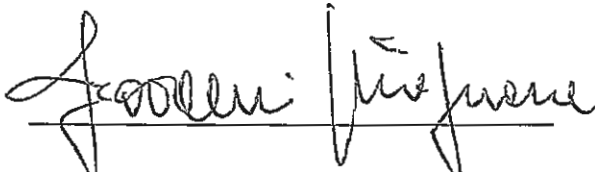
Constatato che la procedura si è svolta regolarmente;

DECRETA

1. di approvare l'aggiudicazione dell'appalto di cui in premessa all'operatore economico **PT ENVIRONMENTAL INDOKARYA** (operante come **SECURITAS INDONESIA** e avente sede presso Lina Building, suite 301. Jl. H.R. Rasuna Said Kav B7, Kuningan, Jakarta 12910), per il prezzo di **Rupie indonesiane (IDR) 5.963.074.676,00**, al netto delle imposte indirette;
2. di comunicare l'avvenuta aggiudicazione dell'affidamento a tutti i partecipanti alla procedura;
3. di approvare il contratto sottoscritto il 25 giugno 2020, la cui spesa sarà riportata nelle pertinenti scritture contabili della sede.

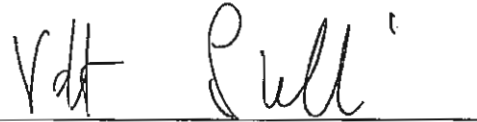
Jakarta, 25 giugno 2020

IL RESPONSABILE UNICO DEL
PROCEDIMENTO


Cons. Giovanni BRIGNONE



IL CAPO MISSIONE



Amb. Vittorio SANDALLI