



Embassy of Italy
Tel Aviv

Prot. 1249

INVITATION TO TENDER LETTER

GGDS

**23, Adom St.
Ezor Tasya KANOT
Israel**

Subject: Invitation to tender for construction works and supply aimed at strengthening the security of the Embassy of Italy in Tel Aviv – CIG 8138530

The Embassy of Italy in Tel Aviv, hereinafter referred to as the Customer, with the present letter invites your company, hereinafter referred to as the Economic Operator, to submit a tender, for provision of the above, in order to select a Contractor to whom assign the abovementioned works and supply on the basis of the most economically advantageous offer.

Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender, which must be returned by the date and time given below.

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

1. - Jurisdiction

1.1 Works and supply under this tender procedure are governed by:

- Italian ministerial decree no. 192 of November 2nd, 2017 (hereinafter 192/2017);
- Israeli law, with regard to environmental law, zoning law, anti-seismic law, health and safety law.

2. - Subject and Bid Price

2.1 The relationship between the Customer and the Economic Operator will be governed by a contract to be signed within 20 days from the adjudication. The term of the contract is 24 months (including the after-sales service support and warranty period).

2.2 The successful Economic Operator will perform the works, activities and duties detailed in the executive project drafted by “Paritzki & Liani Architects”, with particular regard to the illustrative report, technical document, bill of quantities and technical plans (all together the **Annex 1**).

2.3 The estimated value of the contract (“bid price”) is **NIS 1.478.473** without VAT and including social security payments. This is the highest price the Customer is willing to pay.

3. - Works completion schedule

3.1 All works and supply mentioned in the **Annex 1** shall be completed no later than 70 consecutive days – weekends and holidays included – starting from the first day of work at the construction site.

3.2 In order to facilitate the calculation of the 70-day deadline, a written report will be filed on the starting day of construction work and signed by the construction manager (aka “Direttore dei Lavori”) and the Economic Operator.

4. – Tender execution

4.1 The Bidder shall not transfer to third parties – under any form whatsoever – its rights or obligations deriving from the contract.

4.2 The Bidder is allowed to subcontract up to 75% of the value of the contract.

4.3 The execution procedures are detailed in the **Annex 1**.

5. - Tender documentation and delivery method for the Annex 1 (technical documents)

5.1 The tender documentation is made of the following papers:

- this invitation to tender letter;
- the illustrative report, technical document, bill of quantities and technical plans (all together the **Annex 1**).

5.2 The **Annex 1** will be hand-delivered to the Economic Operator after an on-site visit at the Customer’s address, according to the terms and conditions set forth in art. 6.

6. - Delivery of the technical documents and on-site visit

6.1 In order to protect sensitive information, the **Annex 1** is not attached to this invitation letter. Those technical documents, required for tender submission, shall be collected in person in digital copy at the Customer’s address (Embassy of Italy c/o Administrative Office, 21st floor, Trade Tower, 25 Hamered St., 6812508 Tel Aviv) Monday to Friday from 9am to noon.

6.2 The delivery of the **Annex 1** is contingent to the signing of a non-disclosure confidentiality agreement.

6.3 For scheduling the on-site visit, the Economic Operator shall contact the Administration Office in advance by sending an email to the address amm.telaviv@esteri.it with an ID in attachment. During the on-site visit, the Economic Operator will be able to examine the construction area, to take or verify all measurements, to see the loading and unloading points, and in general to perform all the activities needed to submit an accurate and detailed tender.

6.4 On-site visits shall be allowed only to those representatives carrying a valid ID, previously anticipated by email to the Administration Office.

6.5 Those Economic Operators that does not schedule a visit shall be automatically disqualified and excluded from the tender procedure.

6.6. After the on-site visit, the Head of Administration will present a written declaration, to certify that the Economic Operator took sight of the Embassy. The Head of Administration will hand-deliver the technical documents as well (**Annex 1**).

6.7 If there is ambiguity among the technical documents in the **Annex 1** (illustrative report, technical document, bill of quantities), the meaning that is most favourable to the Embassy is to prevail.

7. - Point of Contact

7.1 The Head of Administration, Mr. Eugenio BOLDRINI, is the public officer in charge of the tender procedure (“Responsabile Unico del Procedimento” aka “RUP”).

7.2 In its technical evaluations, the Head of Administration is supported by Architect Monique Sarah Levy (mobile 052-5966645; email moniquelevy@gmail.com).

8. - Requests for Clarification

8.1 The Economic Operators may submit requests for clarification only in writing and at least seven working days before the tender submission deadline. Questions shall be sent in English or Italian to the following email address: amm.telaviv@esteri.it. No further clarifications will be given to questions received after the above-mentioned date. Official replies will be also published on the following website: www.ambtelaviv.esteri.it.

8.2 The Customer will reply to the requests no later than four working days before the tender deadline.

9. - Admission Requirements

9.1 Any Economic Operator under any of the exclusion criteria listed in the **Annex 2** shall be automatically disqualified and excluded from this tender procedure.

Any Economic Operator who does not have the special requirements mentioned in the **Annex 1** shall be automatically excluded as well.

9.2 The absence of exclusion criteria and the possession of all special requirements will be confirmed with a “substitutive self-declaration of certification” (for Italian citizens, EU citizens and non-EU citizens legally residing in Italy) or a “sworn affidavit” witnessed and sealed by an Israeli official authorized by law (for non-EU citizens) in accordance with the sample form in **Annex 2**. The Economic Operator hereby authorizes the Customer to conduct any inquiry with the local authorities to establish the truthfulness of its declarations.

9.3 The Economic Operator shall have - at any time during the term of the contract - a valid and suitable professional liability insurance.

10. - Selection Criteria

10.1 Award will be adjudicated to the Bidder that submits the most economically advantageous offer, according to the criteria set forth in this article. An adjudication will be made even if only one tender is received (one bidder scenario). In the event of a tie, the successful tender will be drawn from a lot.

10.2 Each offer will be awarded a potential maximum score of 100 points. Best Bidder will be evaluated on the basis of the following criteria:

a) up to **75 points** assigned to the **Technical** proposal (B envelope):

- company overview, summary and background, certifications, previous experience in supplying and installing high security level bullet proof doors and ballistic wall panels, with particular regard to government clients: up to **20 points**;
- doors (including door frame, counter frame, hinges) and wall panels technical specs, product data sheets and certifications: up to **15 points**;
- doors exterior fitting, design, materials and finishes: up to **15 points**;
- electronic access control systems (including new IP camera system) technical specs, product data sheets and certifications: up to **20 points**;
- after-sales service support, warranty and maintenance program: up to **5 points**.

b) up to **25 points** assigned to the **Economic** proposal (C envelope): total net amount without VAT.

The Economic offer must be in NIS currency only. No other currency will be accepted. The contract will be signed for 24 months (including the after-sales service support and warranty period) and the price will be fixed for the entire duration of the contract.

10.3 The Customer reserves the right to cancel the awarding of this tender, should the adjudication procedure not be approved by the Italian Ministry of Foreign Affairs and International Cooperation, 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.

11. - Tender submission - How to make an offer

11.1 Tender offers (together with the required documents and attachments) shall be submitted in English language in a closed and sealed **outer** envelope to the following address:

Embassy of Italy – c/o Administration Office

Trade Tower – 25 Hamered St. – 6812508 Tel Aviv

The company's name, address and contact information, as well as the following declaration, shall be written on the outer envelope:

“DO NOT OPEN – TENDER OFFER FOR NEW SECURITY MEASURES – CIG 8138530”

11.2 Under penalty of exclusion from the tender procedure, the single outer envelope shall contain three non-transparent (so as not to make their content readable) **inner** envelopes identified by letters: “A-Administrative Documents”, “B-Technical Proposal” and “C-Economic Proposal”.

11.3 It is the responsibility of the Bidder to ensure that its tender is delivered within the deadline. Failure to submitting the envelope in due place and time, and according to the terms and conditions herein set forth, shall determine the exclusion from the tender procedure. Those envelopes arrived after the deadline will not be opened and they will be returned to the Economic Operator.

11.4 Tender offers (together with the required documents and attachments) must be delivered to the Customer's address no later than **Monday June 7th, at 11 am.**

The Economic Operator can choose between two delivery methods:

- Priority Mail (“Post 24” in Israel);
- Hand Delivery.

Bidders may hand deliver the tenders on weekdays, from Monday to Friday, from 10am to 1pm, to the police officers on the 21st floor. In case of hand delivery, the administrative staff will issue a receipt indicating the date and time of delivery.

11.5 With regard to the deadline, the acknowledgement receipt will be attested through the Customer's stamp and signature. The Customer is not responsible for misplacement or delay due to any cause.

11.6 If the tender and the documentation are signed by a legal representative of the Economic Operator, copy of a power of attorney (or board's resolution) confirming its legal powers shall be attached.

11.7 The tender and any other document or attachment must be in English language. Documents written in Italian, Hebrew or any other language will not be taken into consideration.

12. Bid Submission - Three Envelope System

12.1 The Economic Operators shall submit their tenders in an outer sealed envelope containing three inner separated and sealed envelopes. The inner and outer envelopes shall be sealed with sealing wax or glued or closed with adhesive tape and the Bidder must sign across the tape seal.

Inner envelopes: the Bid must contain three sealed envelopes, indicating the company's name, the subject and the following wording:

- “A-Administrative Documents”
- "B-Technical Proposal"
- "C-Economic Proposal"

12.2 Contents of "**A- Administrative Documents**" envelope

12.2.1 Failure to provide the following documents, to be sealed in the "A-Administrative Documents" envelope, shall determine the exclusion from the tender procedure.

12.2.2 The "A-Administrative documentation" envelope must include the following documents:

- written declaration, related to the on-site visit, signed by the Head of Administration as per art. 6.6;
- ID copy for each signatory;
- company's name, address, phone number, email address;
- 2018 and 2019 certified financial statements / consolidated balance sheets;
- notary deed of incorporation, company statute or corporate by-laws;
- power of attorney certified copy for tender's signers / cosigners;
- signed form (**Annex 2**) regarding the absence of exclusion criteria and the possession of all special requirements confirmed with a "substitutive self-declaration of certification" or a "sworn affidavit" witnessed and sealed by an Israeli official (by signing this form the Bidder accepts without any exemption all conditions set forth in this document and in Annex 1 and 2);

12.3 Contents of "B- Technical Proposal" envelope

12.3.1 Failure to provide the following documents, to be sealed in the "B-Technical Proposal" envelope, shall determine the exclusion from the tender procedure.

12.3.2 The "B- Technical Proposal" envelope shall disclose the Bidder's detailed technical proposal in relation to the standards set forth by the **Annex 1**. At this stage, the Bidder is invited to provide as many technical specs/details as possible, with particular emphasis on the doors and the electronic access systems. Vague and generic information will not be taken into consideration.

Without prejudice to such minimum standards, the score will be assigned on the basis of the following criteria:

- company overview, summary and background, certifications, previous experience in supplying and installing high security level bullet proof doors and ballistic wall panels, with particular regard to government clients: up to **20 points**;
- doors (including door frame, counter frame, hinges) and wall panels technical specs, product data sheets and certifications: up to **15 points**;
- doors exterior fitting, design, materials and finishes: up to **15 points**;
- electronic access control systems (including new IP camera system) technical specs, product data sheets and certifications: up to **20 points**;
- after-sales service support, warranty and maintenance program: up to **5 points**.

The technical proposal shall be signed by the Economic Operator's legal representative (with attached identification document).

12.4 Contents of "C- Economic Proposal" envelope

12.4.1 The "C- Economic Proposal" envelope must indicate the Bidder's best economic proposal in numbers and letters: total net amount without VAT → up to **25 points**.

The Economic proposal shall include the Bidder's written commitment to maintain its tender firm for at least 90 days after the tender submission deadline and to extend the 90-day term for further 90 days at the Customer's sole request.

The Economic Operator commits itself to execute the entirety of the works and supply for the price written in the economic proposal. The Customer shall not accept any claim by the Economic Operator arising from its errors, miscalculations or misunderstandings.

Comparison among the various economic proposals shall be based solely on the "total net amount", without taking into consideration the specific quantities and amounts given by the Economic Operator.

The Customer may reject those tenders with quantities and amounts noticeably unrealistic and incorrect.

12.4.2 The Economic proposal shall not exceed the total amount of NIS 1.478.473 including social security and without VAT. Any offer above NIS 1.478.473 will be automatically rejected.

12.4.3 The Economic proposal shall be in NIS currency only. No other currency shall be accepted.

12.4.4 The Economic proposal shall be signed by the Economic Operator's legal representative (with attached identification document).

13. - Special procedure for remedying formal deficiencies

13.1 Any formal deficiency in the application, and in particular the lack, incompleteness and any other inaccuracy of the information provided with envelopes A and B, may be rectified with a special remedy procedure ("soccorso istruttorio") as per art. 56, par. 3, of EU Directive 2014/24.

13.2 The Customer shall give the Bidder an additional term of no more than 7 days, to provide, integrate or complete such information.

13.3 In case the 7-day term expires, the Bidder is excluded from the tender.

It is considered as an irremediable essential invalidity the lack of documentation that does not allow the Customer to identify either the tender's content or the Bidder.

14. - Tenders Evaluation, Award Notification and Contract

14.1 The outer envelopes enclosing the tenders will be opened by the Head of Administration at the Embassy of Italy (8th floor), on **Tuesday June 8th at 11 a.m.** This first session is public and may be attended by the Bidders' authorized representatives and delegates.

Date and time of the subsequent public sessions will be published, at least one day in advance, on the web site www.ambtelaviv.esteri.it.

14.2 On the first public session a special Bid Adjudication Committee (with 3/5 members), hereinafter the committee, appointed by the Ambassador of Italy, shall verify the tender's timely delivery and the envelopes' integrity.

During the same session the committee shall:

- verify the compliance of the administrative documents in the A envelopes to this invitation to tender letter;
- activate the special remedy procedure (if necessary);
- write down the session's minutes;
- adopt an exclusion or admission decision (to be published on the web site).

The Customer has the right to ask the Bidders, at any time during the procedure, to provide additional documents if deemed necessary.

14.3 After the first public session, the committee shall proceed with the evaluation of the technical proposals (B envelopes) through closed-door sessions.

14.4. After having evaluated the technical proposals, the committee shall proceed with the opening of the economic proposals (C envelopes) in a public session.

14.5 At the end of the evaluating process the Customer, in a public session, will issue the final rankings and will proceed according to art. 17.

14.6 In case the economic offer seems abnormally low, the committee may declare the public session closed and inform the Head of Administration, who will proceed according to art. 15.

14.7 At any stage of the evaluating process, the committee shall exclude a tender under the following circumstances:

- incorrect separation and division among the A-B-C envelopes;
- presence of some elements of the economic offer inside the A or B envelopes;
- partial, plural, conditional, alternative and irregular tenders;
- inadmissible tenders, according to art. 13, par. 3, of ministerial decree 192/2017 and to art. 69, par. 3, of EU Directive 2014/24.

The Head of Administration will notify the Bidders the reasons for their tenders' rejection.

15. - Abnormally low economic offers

15.1 According to art. 13 of ministerial decree 192/2017, an offer is abnormally low when the Technical Proposal and the Economic Proposal obtain a score that exceeds the 4/5 of the maximum score: in particular, when the Technical Proposal receives 60 or more points and the Economic Proposal receives 20 or more points.

15.2 In such circumstances, the Head of Administration shall ask the Bidder to provide in writing its explanations and clarifications. The term given to the Bidders for replying shall not be lower than 5 days.

15.3 The Head of Administration examines in a closed-doors session the explanations given by the Bidder. If necessary, the Head of Administration may ask, even in an oral hearing, for additional explanations.

15.4 The Head of Administration excludes from the procedure those tenders that, according to the explanations provided, seem unreliable and untrustworthy.

16. - Subcontract

16.1 Tender shall not be transferred to third parties under any form whatsoever. The Bidder is allowed to subcontract up to 75% of the value of the contract.

16.2 Subcontracting is the contract with which the Contractor assigns to third parties the execution of part of the services or work covered by the contract. In any case, it is subcontracting any contract involving activities that require the use of labor, such as supplies with installation and hot freight, if individually exceeding 2% of the amount of the activities provided or amount over 100.000 Euro and if the cost of labor and personnel is higher than 50% of the contract amount to be awarded.

16.3 Successful Bidders may subcontract the works, services or supplies included in the contract, upon the Customer's authorization, provided that:

- a) no subcontractor has participated in the tender procedure;
- b) the Bidder has indicated in the tender the works (or parts of works) or services (or parts of services) or supplies (or parts of supplies) to subcontract;
- c) the Bidder can demonstrate that no subcontractor is under any of the exclusion criteria.

16.4 The general Contractor shall deposit the subcontracting contract at least 20 days before the first day of work at the construction site. The Contractor shall also submit a certification attesting that subcontractors are not under any of the exclusion criteria. The subcontracting contract shall precisely disclose the technical and economic terms of the subcontract.

17. - Adjudication and contract

17.1 The committee will propose the adjudication in favor of the Economic Operator that has presented the most economically advantageous offer.

17.2 Within 30 days the Customer will approve the committee's proposal and will adjudicate the tender.

17.3 Within 5 days from the adjudication, the Customer will notify the successful Bidder and the other Bidders of the results of the tender procedure. The final rankings shall be published on the website www.ambtelaviv.esteri.it.

17.4 Within 20 days from the adjudication, the Contractor and the Customer will sign the contract. The Parties may agree to postpone the signing for specific reasons.

18. - Bank Guarantee for the Execution of the Contract

18.1 The successful Bidder shall present, in order to guarantee the correct execution of the contract, a proper bank guarantee in the amount of 10% of the value of the contract. Such bank guarantee shall expressly mention the waiver of the right to enforce prior/precautionary payment by the principal debtor and it shall be operational within 15 days upon the sole written request of the Customer.

18.2 The Customer has the right to claim the bank guarantee in case of breach of the contract by the successful Bidder and when the Contractor fails to fulfill its obligations under the contract.

18.3 The bank guarantee can be progressively and proportionally reduced during the execution of the contract, in the limit of 80% of the total amount guaranteed. The residual amount can be redeemed after verification of the correct contract execution.

19. - Legal provisions

19.1 The Contractor shall be liable for and shall indemnify the Customer for and in respect of all and any losses, claims, demands, damages or expenses which the Customer may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, willful default or fraud of the Contractor, its employees, subcontractors or agents or any of them. The Customer shall refer any claim directed against it in respect of the foregoing to the Contractor and shall enable the Contractor and its attorneys to defend such claim.

19.2 The Contractor undertakes to hold the Customer harmless and to indemnify it in respect of any damage or expense that may be caused to the Customer as a consequence of an unappealable judgement given against the Contractor, whether criminal or civil, and in respect of the necessity for defending any such claim – to the extent that such claim arises from the non-fulfillment or breach of the Contractor’s obligations, provided that the Contractor has been given the possibility of defending the claim.

19.3 If the Customer, in the course of the execution of the contract, requires to increase or decrease the works and supplies in an extent of up to one fifth of the original total amount (+/- 20%), it may impose on the Contractor the execution of the increased or decreased works and supplies under exactly the same conditions and unit prices as in the original contract. In this case the Contractor cannot assert its right to terminate the contract.

20. - Insurance

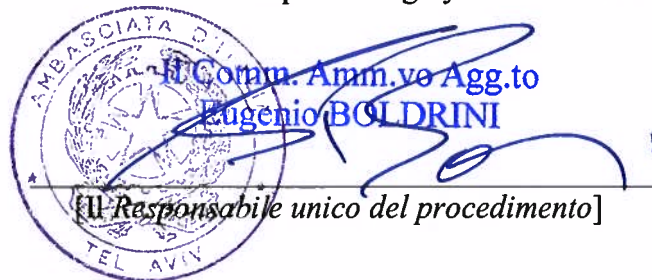
20.1 The Contractor undertakes that at its expense and on its responsibility it will, commencing from the starting day of construction work and throughout the construction work period, effect third party insurance, employers’ liability insurance and professional indemnity insurance.

21. - Data Protection

21.1 The Economic Operator’s data and personal information are gathered and handled for the sole purpose of the present Bid. The Customer secures the Bidder’s data protection according to the applicable Italian regulation. Bidders are requested to sign the report in **Annex 3**.

21.2 By signing such report, Bidders consent to the data collection and processing by the Customer.

Tel Aviv, 5.5.2021

The image shows a circular official stamp of the Italian Embassy in Tel Aviv. The text around the perimeter of the stamp reads "AMBASCIATA DI TEL AVIV". In the center of the stamp is the Italian coat of arms. Overlaid on the stamp is a handwritten signature in blue ink. To the right of the signature, the text "Il Comm. Amm. vo Agg.to Eugenio BOLDRINI" is printed in blue. Below the signature, the text "(Il Responsabile unico del procedimento)" is printed in blue.

Il Comm. Amm. vo Agg.to
Eugenio BOLDRINI
(Il Responsabile unico del procedimento)