
INVITATION TO TENDER

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THE EMBASSY OF ITALY IN LONDON

NAME OF AUTHORITY: Embassy of Italy in London (“The Embassy”)
TENDER FOR: Comprehensive Design and Consultancy services for “Residential Conversion of the property located in 14 Three Kings’ Yard - RIBA Stages 2-6”.
TENDER RETURN DATE AND TIME (DEADLINE): 08/11/2024 h 12.00 pm (noon) GMT
STATISTIC CODES (CODE CPV) 71221000-3

INVITATION TO TENDER PURSUANT TO ART 28 OF DIRECTIVE 2014/24/EU
of
the European Parliament and of the Council of 26 February 2014 on Public Procurement

DETAILS OF THE EMBASSY

ADDRESS:	14 Three Kings’ Yard, London W1K
DEPARTMENT IN CHARGE:	Administrative Affairs Department
HEAD OF PROCEDURE:	Paolo Proietti
INTERNET ADDRESS:	https://amblondra.esteri.it/en/
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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 the project, Tender Timetable, Tenderer’s Eligibility Requirements, Tender Completion of Information and Documentation, Tender Selection Process and Evaluation Model, Data Protection, Governing Law and Jurisdiction and Schedules.

1.2 Introduction to the Authority

The Embassy is a diplomatic mission of Italy in London and is subject to and governed by Italian Law.

The Embassy is conducting the procurement using the restricted procedure pursuant to article 28 (restricted procedure) 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 no. 36/2023 (Italian Public Contract Code) and Ministerial Decree dated 2 November 2017 no.192/2017, for the purpose of procuring

Comprehensive Design and Consultancy services for the “Residential Conversion of the property located in 14 Three Kings’ Yard - RIBA Stages 2-6”.

The Embassy placed this ITT seeking expressions of interest from potential service providers for the provision of Services:

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

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

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

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

This tender procedure will be taking place in two stages, as follows:

A. First stage (selection stage):

Request to participate must be submitted exclusively via the electronic submission system available on <https://amblondra.acquistitelematici.it/>

In this stage any economic operator may submit a request to participate in response to this invitation to tender by providing the information requested.

At the end of this stage, candidates complying with the access to procurement, exclusion and selection criteria are selected.

Please note that a complete copy of the Project (Feasibility Study - RIBA Stages 0-1). will be supplied to the selected candidates on the second stage.

Interested parties must complete the Tenderer’s information (TI) and the sole requirements document (SRD) respectively attached in Schedules 1 and 2, which seek responses in relation to their technical capacity or professional ability, and their economic and financial standing. The Embassy will evaluate the TI and the SRD responses and will selected up to a **maximum number of 5 highest ranking qualified candidates**. This ITT should be completed by those suppliers who are able to satisfy all requirements set out in this ITT (Tenderers).

B. Second stage (tender stage):

Selected candidates will be invited to submit a tender. The following procurement documents will be provided to selected candidates:

- The letter of invitation to tender.
- The technical specifications/project.
- Draft Tender Contract (Contract) and schedules

Only in the second stage, candidates will be required to submit their technical and financial tenders.

2 SCOPE OF THE PROJECT

Based on the Feasibility Study - RIBA Stages 0-1, which will be delivered only in the second stage of the tender process, the following preliminary information is provided to give a general idea of the project scope.

The scope of the project is to convert the existing Chancery Building from office use to residential apartments: (a) Retain the existing facade and structure of the building; (b) Undertake fabric repairs to the exterior façades including brickwork and ashlar stone repairs; (c) Rationalise the internal layouts to maximise the existing floor space for conversion into residential apartments; (d) Retain the existing stairwell circulation and lightwell; (e) Provide two new glazed lanterns at roof level to protect the two light wells; (f) Retain and celebrate historic features where possible; (g) Remove the secondary stairwell (basement to 1st floor) to increase the usable floor space for apartments at ground floor and first floor levels as well as providing additional usable space for residential storage space at basement level; (h) Extend the secondary lightwell down to Ground Floor to introduce natural ventilation and light into service and sanitary spaces located centrally within apartments; (i) Rationalise the basement layout to provide ancillary residents spaces including an additional storage unit per apartment and separate laundry facilities; (j) Refurbishing timber window fenestration and replace all glazing to exterior windows with double-glazing to increase thermal performance; (k) Retain and refurbish existing skylights at 3rd floor. (l) Retain the existing solar panels.

Description of the Services

In order to deliver the Project, a team of consultants, led by a single Architect, who will directly appoint the rest of the team, will be engaged to provide all the relevant services

relating to Stages 2-6 in the Royal Institute of British Architects (“RIBA”) Plan of Work 2020. In particular, the Services shall include, **but not be limited to**:

- Architect (Lead Designer and Conservation Architect);
- Structural Engineer;
- Mechanical and Electrical Engineer;
- Principal Designer (Building Regulations)
- Principal Designer (CDM)
- Planning Consultant;
- Contract Administrator;
- Heritage Consultant;
- Sustainability Consultant (BREEAM);
- Approved Building Inspector;
- Asbestos Consultant;
- Fire Consultant;
- Contract administrator;
- Any other consultants or services required for the completion of the project, such as Acoustic Consultant, Party Wall Surveyor, Transport Consultant, Flood Risk Consultant, Ecology Consultant, Utilities Consultant, Interior Designer. AV Consultant etc

The following Services have been directly appointed by the Embassy and therefore shall not be included:

- Quantity Surveyor;
- Project Manager.

2.1 Value of the project (GBP 884,000)

According to the Feasibility Study - RIBA Stages 0-1, the total estimated cost of the building works relating to the Project is in the sum of GBP (£) 5,945,200.00 excluding VAT.

The professional fees for the required Services have been calculated as percentage of the total cost of the building works, in the amount of **GBP 884,000**.

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

2.2 **Duration of the Project**

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

- 1) RIBA Stage 2 Information Package: 3 months;
- 2) Preplanning engagement;
- 3) RIBA Stage 3 Information Package: 4 months;
- 4) Planning submission;
- 5) RIBA Stage 4 Information Package and Tender Document: 4 months;
- 6) RIBA Stage 5 Construction to be defined by the awarded project team
- 7) RIBA Stage 6 Handover period to be defined by the awarded project team

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

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

2.2.2 The Services have been determined by the Feasibility Study - RIBA Stages 01.

2.3 **Project Payment**

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

2.4 **Purpose and scope of this ITT**

This ITT:

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

2.5 Clarifications about the Services or ITT

Any Tenderer who is wishing to participate, may obtain clarifications regarding the Project, by submitting the written questions addressed to the Head of Procedure at least 10 days before the deadline for submission of applications.

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

The Embassy will publish in anonymous form on the dedicated section of its e-tendering portal at least 6 days prior to the deadline for submission of applications, the replies to the requests for clarifications and/or any additional relevant information regarding this ITT.

It is recommended to assiduously consult e-tendering portal of the 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 3.1 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.

2.6 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.

3 TENDER TIMETABLE

3.1 Key dates

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

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

Event	Date
Deadline for receipt of clarifications	28/10/2024
Target date for responses to clarifications	31/10/2024
Deadline for receipt of Tenders (Deadline)	08/11/2024 h 12.00 pm (noon) GMT
Evaluation of Tenders	From 08/11/2024 to 18/11/2024
Notification of outcome of Tenders	18/11/2024
Invitation to the Award Tenderer to tender pursuant to art. 28 of Directive 2014/24/EU	From 18/11/2024 to 28/11/2024

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

3.2 Deadline for receipt of Tenders

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

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

3.3 Award Tenderers

The Embassy will select up to a **maximum of 5** Tenderers on the basis of the Tenders submitted in accordance with the requirements, instructions and evaluating process set out in this ITT.

If the number of eligible Tenderers is less than 5 (five), all the eligible Tenderers whose Tender is accepted will be invited to participate to submit a further bid under the restricted tender procedure, pursuant to art. 28 of Directive 2014/24/EU, and the tender contract will be awarded to the most economically advantageous offer.

If the eligible Tenderers are more than 5 (five), the Tenderers will be selected and awarded on the basis of Evaluation Criteria set out at paragraph 6.2 below.

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

3.4 **Debrief**

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

4 **TENDERER'S ELIGIBILITY REQUIREMENTS**

For ITT purposes, any Tenderer who wishes to submit a Tender is required to meet the following requirements:

Suitability to pursue the professional activity

- 4.1 According to paragraph 2 of art. 58 of Directive 2014/24, the tender is open to UK and non-UK based economic operators, provided that they are enrolled in one of the professional or trade registers kept in their State of establishment (listed in Annex XI of Directive 2014/24/EU) or in one of the States signatory to the AAP, according to art. 25 of Directive 2014/24/EU. Where the Tenderer is a company based in UK, to be incorporated or registered as a company in the Registrar of Companies in Scotland or in England and Wales. Any Tenderer must be entrusted to supply the Services and obtain all necessary local authority authorisations for the implementation of the Project in accordance to the local laws and terms of the Contract.

Technical and professional ability

- 4.2 Have professional personnel with relevant experience and expertise, technical equipment and means which are necessary to carry out the Services in the UK.

Economic and financial standing

- 4.3 Have a minimum **annual turnover** of GBP (£) 800,000.00 in the last three years (each year a minimum of GBP (£) 800,000.00);
- 4.4 Have an adequate valid insurance policy against professional risks with coverage at least equal to the amount of GBP (£) 1,000,000.00 for any one claim or series of claims arising from one original cause, source or event;

- 4.5 Have an adequate valid insurance policy against damage to third parties with coverage at least equal to the amount of GBP (£) 1,000,000.00;
- 4.6 Provide a surety guarantee for such sum equivalent to 10% of value of tender contract released by a bank or insurance company authorised and regulated by the relevant regulation authority in the United Kingdom.

General Requirements

- 4.7 Not be precluded, neither shall its employees or consultants shall be precluded from entering into any public procurement in accordance with Article 57 of Directive 2014/24 / EU of the European Parliament and of the Council of 26 February 2014 on public procurement and/or be excluded under any grounds of exclusion under articles 94-98 of Legislative Decree n. 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.
- 4.8 Not to submit more than one Tender application.
- 4.9 Not to provide directly or through another controlled or controlling entity or connected persons, any supporting activities in relation to this public procurement, neither shall its employees or consultants take part in or have an exclusive annual engagement in any such supporting activities in relation to this public procurement.
- 4.10 Be in compliance with tax including corporation tax, national insurance contributions and pensions, social security obligations and health and safety regulations towards the personnel employed by the Tenderer.
- 4.11 Allow the processing of their personal data for the purposes of this ITT.

5 TENDER COMPLETION INFORMATION AND DOCUMENTATION

5.1 Formalities

- 5.1.1 Under penalty of exclusion, all documents comprising the Tender must be completed and uploaded to the e-tendering portal by **08/11/2024 h 12.00 pm (noon) GMT** in accordance with the terms set out below and in Schedule 5 (How To Bid - Guidelines).
- 5.1.2 The following requirements must be adhered to when submitting a Tender:

- The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Where the Tenderer is individual or companies or partnership or consortia for the purpose of the Tender, with multiple eligibility, each must indicate all details, information, declarations and consents set out in Schedules 1 to 4.
- A table of contents must be provided.
- The Tender must be fully cross-referenced.
- A list of supporting material must be supplied.

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

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

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

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

name under which he/she is trading. In case of associated group of professionals, all members of such group of professionals should sign.

5.2 Executive summary

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

- An outline of the way in which the Embassy's requirements are met by its proposal.
- A clear statement of whether it is a consortium or a group of companies with one supplier.
- A clear statement of its commitment to meet the Embassy's requirements and evaluation model.
- Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Tenderer must promptly notify the Embassy of them. The Embassy reserves the right to disqualify any Tenderer that fails to duly notify the Embassy. Tenderers are also reminded of the eligibility requirements set out in paragraph 4 above that apply to the procurement process at all times. In particular, these include the provisions set out in Article 57 of Directive 2014/24 / EU of the European Parliament and of the Council of 26 February 2014 on public procurement and in articles 94-98 of Legislative Decree n. 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.

5.3 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.

5.4 Grounds for Exclusion

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

Any Tenderer who, following verifications carried out by the Embassy, is found itself in breach of any of provision set out in article 57 of the EU Directive/24/2014, Article 94-98 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 compliant with all of the requirements set out in paragraph 4 above: suitability to pursue the professional activity, technical and professional ability, economic and financial standing and general requirements.

5.5 **Consortia and subcontractors**

In accordance with procurement regulations, an economic operator may rely on the capacities of other entities to meet the criteria for economic and financial standing, as well as technical and professional ability, regardless of the legal relationship between them. This is permitted provided that such reliance is appropriate for the specific contract in question.

When an economic operator intends to rely on the capacities of other entities, it must provide proof to the contracting authority that it will have access to the necessary resources, such as by presenting a commitment from those entities.

Furthermore, when an operator relies on the financial standing of other entities, the contracting authority may impose joint liability between the operator and those entities for the execution of the contract. Under similar conditions, a consortium of economic operators may rely on the capacities of its members or other external entities.

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 limited to measurements and staking, drafting specialized and detailed documents, drafting and submitting the relevant documentation for granting the building permits by the competent local authorities with exclusion of geological reports, as well as graphic drafting of project documents. However, the Tenderer remains solely responsible for the Tender. The Tenderer must appoint Subcontractors on terms which are acceptable to the Embassy and which reproduce the terms of the relevant tender contract.

5.6 Warnings and disclaimers

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

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 any other person) to enter into a contractual arrangement.

5.7 Confidentiality

All information supplied by the Embassy or Tenderers relating to this procurement (including this ITT and all the other documents relating to the procurement, including, but not limited, to minutes of the meeting of the committee, any list of Tenderers), whether in writing or orally, is supplied on condition that it (including the fact that the Tenderer has received this ITT) must be kept confidential by the Tenderer; it must not be copied,

reproduced, distributed or passed to any other person at any time (except to professional advisors, consortium members or subcontractors for the sole purpose of enabling the Tenderer to submit a Tender) unless the information is already in the public domain.

Any right of access to any information and documents by any Tenderer is deferred up to the date for the submission of the relevant bids under the restrictive procedure pursuant to pursuant to article 28 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement in accordance with the requirements of Legislative Decree dated 31 march 2023 no. 36/2023 (Italian Public Contract Code) and articles 22 to 24 of Law dated 7 August 1990 no. 241.

5.8 Publicity

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

5.9 Tenderer conduct and conflicts of interest

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

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Embassy or any employees or agents of the Embassy 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 Embassy 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, its employees and advisors. Tenderers must prevent, identify and remedy any conflicts of interest within their group structures and within Consortium or Subcontracting arrangements which may result in any distortion of competition. Any Tenderer who fails to comply with these requirements may be disqualified from the procurement at the discretion of the Authority.

5.10 **Authority's rights**

The 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, the TI, the SRD or the tender process.
- withdraw this ITT at any time, or to re-invite Tenderers on the same or any alternative basis.
- choose not to award a Tenderer as a result of the current procurement process or to abandon that process.
- make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

5.11 **Bid costs**

The 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.

5.12 Guarantee

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

6 TENDER SELECTION PROCESS AND EVALUATION MODEL

6.1 Selection Process

After the expiry of the Deadline for the submission of the Tenders, a special committee appointed by the Ambassador 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 make a list of the eligible Tenderers and of 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.

If the number of eligible Tenderers is more than 5, the Embassy will select and award the 5 Tenderers on the basis of the highest score obtained using the following evaluation criteria set out at paragraph 6.2 below.

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

6.2 Evaluation Criteria

If the eligible Tenderers are more than 5, any Tenderer will be awarded as a result of this procurement on the basis of the highest score using the evaluation criteria (**Evaluation Criteria**) described below.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the 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.

In accordance with procurement regulations, an economic operator may rely on the capacities of other entities to meet the criteria for economic and financial standing, as well as technical and professional ability, regardless of the legal relationship between them. This is permitted provided that such reliance is appropriate for the specific contract in question.

When an economic operator intends to rely on the capacities of other entities, it must provide proof to the contracting authority that it will have access to the necessary resources, such as by presenting a commitment from those entities.

Furthermore, when an operator relies on the financial standing of other entities, the contracting authority may impose joint liability between the operator and those entities for the execution of the contract. Under similar conditions, a consortium of economic operators may rely on the capacities of its members or other external entities.

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

	Score	Evaluation Criteria	Scoring Method
A	1 to 3	Professional 1 point is allocated for each project (3 points maximum) carried out, in the last five years, with a value of at least £5,000,000.	Experience with <u>Listed Buildings</u> : Proven track record in handling projects involving listed buildings according to UK regulations, <u>demonstrating a deep understanding of heritage conservation and compliance with statutory requirements.</u>

B	1 to 3	Professional 1 point is allocated for each project (3 points maximum) carried out, in the last five years, with a value of at least £5,000,000.	Expertise in <u>Residential Conversions</u> : Experience and success in converting commercial or office buildings into high-end residential properties in urban settings according to UK regulations, <u>demonstrating creativity and innovation in architectural design, with a focus on sustainable practices and modern living standards, while respecting the historical context of the building.</u>
C	0 to 5	Professional Industry Recognition: 3+ industry awards or recognitions for relevant projects: 3 points. 1-2 industry awards or recognition for relevant projects: 2 points. No industry awards or recognition: 0 points.	Reputation: Firms that have been consistently recognized with prestigious industry awards, accolades, and formal recognitions, particularly for projects similar in scope and complexity to the current one, will receive the indicated scores, provided these recognitions were awarded within the last 5 years.
D	1	ISO 9001: Quality Management System - Demonstrates the firm's commitment to consistently providing products and services that meet customer and regulatory requirements	
E	1	ISO 14001: Environmental Management System - Indicates that the firm effectively manages its environmental responsibilities in a systematic manner, contributing to sustainability	
F	1	ISO 45001: Occupational Health and Safety Management System - Shows that the firm prioritizes the health and safety of its employees and ensures safe working conditions	
G	1	ISO 27001: Information Security Management System - Demonstrates that the firm has robust systems in place to protect information assets, particularly important in managing client data securely	

Please note that the same project may be used to demonstrate possession of the various expertise and qualifications required in the criteria A, B and C of the table above.

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 4 (Privacy Notice).

8 GOVERING LAW AND JURISDICTION

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

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

London 03/10/2024

The Head of Procedure for and on behalf of the Embassy