



Consulate General of Italy
London

TENDER NOTICE

Subject: Tender to participate to an open procedure for the supply of Temporary Workers to the Consulate General of Italy in London – **CIG 9089327DE9**.

The Consulate General of Italy in London, hereinafter the “Client”, with the present invitation to bid, sets an open procedure for the selection of a “Contractor”, to whom entrust the supply of the above services according to the specifications set in the following points.

1.- Object and Call for Tender

- 1.1 The relation between the “Client” and the “Contractor” will be regulated by an agreement as per Attachment 1
- 1.2 The selected Economic Operator will execute the tasks as per Attachment 2
- 1.3 The estimated value of the contract to acquire, decided as tender budget, is of POUNDS STERLING **237,000.00 (two hundred thirty seven thousand)** exclusive of VAT for a period up to 12 months after the signing of the contract.

2. – Contacts and Referent

The Responsible Official in charge for the Consulate General of Italy in London (RUP) is Mrs. Marisa Vivani.

Tax reference number: 80213330584

Address: Consulate General of Italy, 83-86 Farringdon Street – London EC4A 4BL.

Mail address: gare.londra@esteri.it

Web site: <https://conslondra.esteri.it>

Web page posting the invitation to bid: https://conslondra.esteri.it/consolato_londra/it/

3. - Requirements

- 3.1 The “Contractor” falling under any of the disqualifying reasons mentioned in Attachment 3 will be excluded.
- 3.2 The absence of exclusion reasons can be attested by an affidavit sworn before the competent Authority as per model in Attachment 3. The Economic Operator authorizes the Consulate General to verify with the local Authorities the authenticity of the requirements declarations.
- 3.3 The “Contractor” must have a proper employer’s liability insurance.

4. - Award Criterion

The award criterion will be based on the most economically advantageous offer according to the following parameters: 70/100 for the technical offer – 30/100 for the economical offer, calculated according to procedure outlined in Section 2 of Attachment 2.

For the economical offer, the evaluation of the best offer will be made upon the reduction on the maximum allowable amount for the Company’s margin of £ 1.10/h.

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. - Terms and presentation of the offer

5.1 The packet containing the offers should be closed and sealed and should clearly mention on the external portion both:

- **“DO NOT OPEN: Offer for the supply of Temporary Workers for the Consulate General of Italy in London - CIG 9089327DE9”**, and
- Name of the Contractor, Registered office, address and contacts.

5.2 In order to be valid the packet should contain three envelopes, all sealed with adhesive tape and mentioning the tender subject, the denomination of the Contractor, the envelopes should mention on the external respectively:

- **Envelope A (Administrative Documents)**
- **Envelope B (Technical Offer)**
- **Envelope C (Economic Offer)**

5.3 The delivery of the packets is exclusively at the Contractor's risk. Failure to deliver as per set terms and instructions will result in the exclusion of the bidder. These packets will not be opened and will be returned to the "Contractor"

5.4 The packets containing the offers and the relevant documentation must be delivered **by 12:00 noon on 8th March 2022**, by one of the following means that can be chosen by the "Contractor":

- by post to the "Client" at the following address: **Consulate General of Italy – Administration Office – 83-86 Farringdon Street – London EC4A 4BL.**

- by hand, from 09.30 to 15.30 daily excluding weekends and public holidays (a receipt will be provided).

5.5 in order to demonstrate delivery within the terms, only the receipt stamp on the packet by the Consulate will be considered valid.

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

5.7 Offers containing alternatives, conditions or multiple offers will be excluded.

6. – Content of the envelopes

6.1 **Envelope "A – Administrative Documents"** must contain the following documents:

- a) Attachment 3 (Sole Requirement document), which has the value of an affidavit where the "Contractor" self-certifies the absence of exclusion reasons and fully accepts, with no exception, the dispositions and conditions of this tender and its Attachments;
- a) The "Contractor's" assurance to keep a 180 day validity of the offer;
- b) Copy of the employer's liability insurance policy.
- c) Any other document the Company may consider necessary to support its application.

6.1.2 In case of lack, of incompleteness and of any other irregularity in the essential elements requested at paragraph 6.1., the Consulate General will provide a maximum ten days allowance to the Contractor to submit, integrate or regulate the required declarations.

6.2 Envelope "B – Technical Offer"

6.2.1 In the Envelope "B – Technical Offer" the Contractor shall submit:

a) his best technical offer with respect to the minimal conditions set in Section 1 of Attachment 2 (technical specifications of the tender and eventual special evaluation criteria) ;

6.2.2 Notwithstanding the respect of the minimal conditions set in Section 1 of Attachment 2, the score will be calculated on the base of the evaluation grid provided in Section 2 of Attachment 2.

6.2.3 The offer should contain the name of the Contractor and be signed by the legal representative or procurer and include a copy of a valid id document of the signee.

6.2.4 The technical offer with the description of the procedural arrangements, of operational and organizational techniques that are to be adopted in the execution of the service and Human and instrumental resources employed for the service, organization chart.

6.3 Envelope "C – Economic Offer"

6.3.1 In the Envelope "C – Economic Offer", for the award purposes, the Contractor has to submit his offer as follows:

the basic salary (hourly rate) to be considered for the formulation of the offers has to be equal or above to the current London living wage as set for 2022 by www.livingwage.org.uk

The Contractor shall apply to this amount the percentages of "Holiday Pay (12.07%)", "National Insurance (15,05%)" and "Voluntary Pension Contribution (3%)".

The Contractor shall then submit his best economic offer with respect to his profit margin. **This should be expressed in his best reduction on the sum of £ 1.10/h, set as maximum amount allowable for the required services.**

6.3.2 The offer should contain the name of the Contractor and be signed by the legal representative or procurer and a copy of a valid ID document of the signee.

7. - Opening and evaluation of the offers

7.1 The envelopes will be opened by a nominated Selection Board on 09/03/2022 at 10 am, during a public session taking place at the Consulate's headquarters. The dates of subsequent public sessions for the opening of Envelope B (Technical Offer) will be sent to the e-mail address provided by the bidders.

7.2 Only representatives of the bidders will be admitted to the sessions.

7.3 The Selection Board will verify the integrity and formal correctness of the parcels received and the existence and formal correctness of the documentation, as indicated in these specifications.

All tendering operations shall take place in public session, with the exception of:

- A detailed analysis of the specific content of the declarations of the administrative documentation submitted by each competitor, as well as its compliance with the requirements of this invitation.
- Of any preliminary assistance procedure pursuant to art. 83, paragraph 9 of Legislative Decree 50/2016;
- Of the meetings of the Selection Board for the evaluation of the technical offer;
- Of the session of the Selection Board dedicated to the mere performance of calculations, according to the formulas set out in Attachment 2 Section 2;
- Any meetings to verify the anomaly of the tenders.

8. - Transfer of the Contract and Sub-contracting

8.1 It is forbidden to the Contractor to transfer, completely or in part, the signed contract.

9. - Clarifications

9.1 Prospective information or clarifications should be submitted to the Consulate General in due time, at least 10 (ten) days prior to the offer presentation deadline and can be made to the following e-mail addresses: contabilita.londra@esteri.it.

9.2 The Consulate General will reply at the latest 5 (five) days before the offer presentation deadline sending to the requiring Contractor an e-mail with all the questions received and the corresponding answers.

9.3 The Contractor accepts that the Client might need to increase or decrease the services contracted of up to a 20 (twenty) per cent of the value of the contract. In this case, the conditions of price and service of the original contract will be applied.

10 - Personal data protection

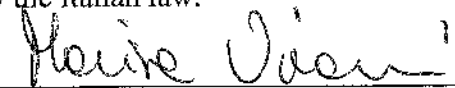
10.1 The Consulate General guarantees protection of personal data provided by the Contractor as per current GDPR regulation 2016/679 in regards to personal data processing as per details of Attachment 4.

10.2 By signing Attachment 4, the Economic Operator agrees on the personal data processing by the Consulate General, including the verifications as per paragraph 3.2.

11. - Applicable standards

11.1 The procedure for selecting the Contractor is regulated by the Italian law.

London, 03.02.2022



The Officer in charge of the procedure
Marisa Vivani



Consulate General of Italy
London

CONTRACT BETWEEN

The Consulate General of Italy in London, hereinafter referred to as the "Client"

AND

[.....XXXXXX.....], hereinafter referred to as the "Contractor"

Art. 1 - Object

1.1 The Contractor shall provide the services indicated in Attachment 2 of the "INVITATION TO BID", attached to this contract, of which it forms an integral part.

Art. 2 - Cost

2.1 The cost is [.....], net of indirect taxes, without prejudice to the specific conditions in Attachment 2 to the Invitation to Bid,

2.2 The costs indicated in this article are fixed, not subject to revision, and are the total amount due for all the activities necessary for the correct and regular performance of the services.

2.3 The Contractor cannot require the Client to pay more than the amounts indicated in this article for the services covered by this contract. With the payment of the above mentioned sum, the Contractor will be satisfied of all his claims.

Art. 3 - Duration

3.1 The services will be rendered for a period of 12 months. The order expires within the above mentioned period, without the need of cancellation by the Client. Implicit or automatic renewals or extensions are not permitted.

3.2 The services will be required in the period of up to twelve months subsequent to the signing of the contract, according to the needs of the Consulate General.

Art. 4 – Completion of the contract

4.1 The contract cannot be transferred in whole or in part to third parties.

4.2 The Contractor agrees to perform the contractual service directly, in compliance with all the clauses and conditions, none excluded or excepted, contained herein, as well as the instructions given by the Client.

4.3 If, in the course of execution, it becomes necessary to increase or decrease the amount of services by up to one-fifth of the contractual amount, the Client may require the Contractor to perform them at the same conditions as those set in this contract. In such a case, the Contractor shall not be entitled to assert any right to terminate the contract.

4.4 Violation of the provisions of this article by the Contractor shall be considered a serious breach of contract and shall be grounds for termination of the contract.

Art. 5 – Payment terms and conditions

5.1 Payments will be made in monthly instalments with a single invoice for all services rendered at the end of each month of validity of the contract.

5.2 The Contractor shall indicate a bank account to which the Client shall make the payments. The Client shall not make payments other than by bank transfer to the said current account.

5.3 The following code must be indicated in all invoices regarding the services rendered in the present contract: "**CIG 9089327DE9**";

5.4 Payments will be made within 10 days from the date of receipt of the invoice, once ascertained the regular execution.

Art. 6 - Contacts

6.1 The officer of the Consulate General of Italy in London in charge of the Administration is the Attaché for Administrative Affairs Mrs. Marisa VIVANI.

6.2 The Director in charge of the execution of the contract is the Consul of Italy Francesco DE ANGELIS.

Art. 7 – Penalties for lack or loss of requirements

7.1 The loss of the requirements declared for the selection by means of Attachment 3 of the Invitation to Bid, or the subsequent assessment of the lack of possession of the same, involves the termination of the contract and the application of a penalty equal to five percent of the contractual amount, without prejudice to the compensation for further damages

Art. 8 – Penalties for non-performance

8.1 If the Contractor fails to comply with the terms and conditions contained in this contract the Client shall, except in cases of force majeure for which the Contractor is not responsible, contest the non-compliance in writing, giving, if possible, all the information necessary to comply and assigning a reasonable time to present any counter arguments. In the absence of suitable explanations the Contractor will apply a penalty equal to 0,1 per thousand of the net contractual amount for each day of delay.

8.2 The request for a payment of penalty shall in no case release the Contractor from the performance of the service provided for in the contract.

8.3 If the amount of the penalties determined on the basis of this article reaches the ten per cent of the net contractual amount or in any case in which, in the course of performance failures on the part of the Contractor are discovered which may cause appreciable damage to the Client, the latter may terminate the contract for serious breach of contract on the part of the Contractor and reserves the right to claim damages. The Contractor also reimburses the Client for any additional costs incurred by the Client to have others perform the service.

Art. 9 – Resolution and termination

9.1 The Client may terminate the contract during the term of the contract if:

- a) The contract undergoes a substantial modification which would have required a new procurement procedure under Art. 72 of Directive 2014/24/UE;
- b) The Contractor is in one of the grounds for exclusion set out in Article 57 of Directive 2014/24/UE;
- c) The contract should not have been awarded to the Contractor in view of a serious breach of the obligations arising from the European Treaties and Directive 2014/24/UE;
- d) One of the cases of termination for serious breach by the Contractor expressly provided for in this contract or other serious breach by the Contractor provided for by the law applicable to this contract occurs.

9.2 The Client may terminate the contract even if the performance of the service has begun, by notifying the Contractor in writing at least 60 days in advance. In this case, the Client shall reimburse the Contractor for the services correctly performed and acquired by the Client, as well as for the costs reasonably incurred for the performance of the services not yet performed.

Art. 10 - Liability

10.1 The Contractor shall assume all liability for accidents and damage caused to the Client because of the shortcomings or negligence committed during the performance of the service. The Contractor undertakes to guarantee that the temporary workers will not be self employed.

10.2 The Contractor and the Client are both responsible for the violations attributable to them of the obligations imposed by European law on the protection of individuals with regards to the processing of personal data.

10.3 The obligations taken by the Contractor with the present contract do not constitute, in any way, an employment relationship or any kind of employment between the Client and the staff used by the contractor nor do they give rise to any claims against the Client outside of what is expressly agreed herein. Such personnel may carry out only the activities provide for in this contract, as no other activity may be considered authorised in any way. The Contractor undertakes to inform the staff employed of the statement of this clause. The Contractor expressly approves this clause, regulated by Italian law, to which prominence is given above any other national legal interpretation.

10.4 The Contractor will organize a proper training for all staff, including covers, in order to follow Health and Security procedures, as per the Client's Fire and Emergency Evacuation Plan and will produce his own

procedure for Health and Safety during the service at the premises. The Client agrees that the training for the Fire and Emergency Evacuation Plan can be done at the premises in the presence of representatives from both parties.

10.5 The Client and the Contractor declare and confirm that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of their fees and, accordingly, the Contractor hereby agrees to indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax and national insurance or similar contributions relating to the Contractor's services under this contract.

Art. 11 – Warranties

The Contractor warrants to the Client that:

- by entering into this contract they will not be in breach of any obligations to or agreements with any third party;
- they will take out and maintain throughout the term of this contract adequate insurance in respect of public liability insurance coverage to protect themselves against any liabilities arising out of this contract and shall produce, on request, a copy of the insurance policy certificate for inspection by the Client;
- they will take out and maintain throughout the term of this contract adequate employer's liability insurance coverage (minimum £5 million cover) to protect themselves against any liabilities arising out of this contract in respect of all and any workers they employ to carry out the Services and shall produce, on request, a copy of the insurance policy certificate for inspection by the Client

Art. 12 – Confidentiality

12.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 13.2

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

Art. 13 – Final provisions

13.1 No terms of this contract may be construed as an explicit or implicit waiver of the Client's immunities under international law.

13.2 The Contractor accepts that the Client might need to increase or decrease the services contracted up to a 10 (ten) per cent of the value of the contract. In these cases the conditions of price and service of the original contract will be applied.

13.3 The present contract is governed by Italian law. The place of jurisdiction for disputes is the court of Rome.

13.4 This document contains the complete statement of the obligations of the Client and the Contractor and may only be amended by another contract of the same form, with the exclusion of any other form of contractual amendment.

London, 2.2.2022

The Contractor	The Client
[.....]	[.....]

Section 1
OUTLINE OF THE SERVICES REQUIRED IN THE TENDER

The Company will supply to the Consulate General of Italy up to 20 temporary workers for no more than 12 weeks for each worker. The workers will be assigned to the Italian Consulate General for the tasks detailed below. The Company shall provide adequate substitutions should any of the workers need to be replaced.

The provision of the service has to be carried out during 2022 as following:

From the date of subscription of the Contract for up to 12 months:

- Up to No. 17 (seventeen) temporary workers for 7 hours per working day with the following tasks:

The temporary workers' task will be

- handle forms;
- data entry (including remediation update and cancellation) in databases of the Consulate;
- digitization of archives;
- Consular information to the public;
- call center assistance.

Temporary workers are expected to be fluent in English and in Italian and to be IT proficient.

- Up to No. 3 (three) temporary workers for 7 hours per working day

The temporary workers' task will be to handle paper files and assist in filing and copying/scanning;

Daily work will be carried out at the Consulate General of Italy's premises in 83-86 Farringdon Street or 45, Beech Street, during the following times:

Monday to Friday 9.00 to 17.00;

Temporary workers must be deemed acceptable by the Consulate General but shall not, under any circumstances, be considered employees of the Consulate General;

Duration of appointment: the maximum period of assignment of each agency worker will be 12 weeks from the beginning date, without any possibility of automatic renewal.

Type of offer: the companies shall submit their best quotations for the hourly wage, as detailed in clause 6.3 of the Tender Notice, in full respect of local laws and dispositions, and their best offer for their own margin expressed as a reduction on the maximum amount allowable of **£ 1.10/h.**

Addresses where the temporary work will be carried out:

Consulate General of Italy – 83-86 Farringdon Street – London EC4A 4BL and/or

Consulate General of Italy – 45 Beech Street – London EC2Y 8AD.

Section 2
SPECIAL QUALIFICATION REQUIREMENTS

1. ECONOMIC AND FINANCIAL REQUIREMENTS:

Bidders can participate if their total revenue of the last financial year has been equal or above the value of the present tender;

2. TECHNICAL SPECIFICATIONS REQUIREMENTS

Technical requirements of bidders will be evaluated by the Selection Board during the Technical Offer evaluation according to the following grid:

TECHNICAL OFFER EVALUATION GRID

The evaluation of the technical offers is remitted to a Selection Board named according to criteria set by: art. 12 of Decreto Ministeriale 192/2017 of the Ministry of Foreign Affairs and International Cooperation; art. 77 of Decreto Legislativo 50/2016; Linee guida ANAC n. 2 and n. 5.

EVALUATION CRITERIA			Points
1	1.1	Staff search, selection and recruitment modes	10
2	2.1	Organization of the service	20
3	3.1	Staff management including measures adopted for the present sanitary emergency, service monitoring and methods applied to verify correct and exact payment of workers	20
3	3.2	Emergency procedures: organizational measures to adopt in case of absence from service and rotation of staff	10
4	4.1	Proposal to improve the service	10
		TOTAL	70

The evaluation of the offers will be made by couple confrontation, as outlined in Linee Guida ANAC n. 2. An appointed Selection Board of three members in private section will evaluate the technical offers and each member will award a score according to the following evaluation grid:

- 1 - no preference between the compared bidders above a specific criteria;
- 2 - minimal preference for one of the compared offers of the bidders;
- 3 - small preference for one of the compared offers of the bidders;
- 4 - average preference for one of the compared offers of the bidders;
- 5 - greater preference for one of the compared offers of the bidders;
- 6 - maximum preference for one of the compared offers of the bidders.

The bids that do not reach the minimum of 45/70 points will not be considered for the following steps of the procedure, unless in case the Consulate receives only one offer.

ECONOMICAL OFFER EVALUATION

Once the technical offers have been examined by the Selection Board, on the day and time that will be previously communicated to the bidders, a new public meeting of the Selection Board will be fixed. In this new meeting the Selection Board will calculate and assign the points of the technical evaluation and proceed with the opening of the C Envelopes and the reading of the economical offers received.

The basic salary (hourly rate) to be considered for the formulation of the offers has to be equal to the present amount of the London living wage as set for 2022 (£11.05 per hour) by www.livingwage.org.uk.

The Contractor shall apply to this amount the percentages of mandatory contributions as per British law such as “Holiday Pay (12,07%)”, “National Insurance (15,05%)” and “Voluntary Pension Contribution (3%)”.

The Contractor shall then submit his best economic offer with respect to his profit margin. **This should be expressed in his best reduction on the sum of £ 1.10/h, set as maximum amount allowable for the required services.**

Thereafter the Selection Board will fix a closed doors meeting in which it will proceed with the evaluation of the economical offers in the following way:

The points will be attributed with a non linear method, as follows:

$$V_i = \left(\frac{R_i}{R_{max}} \right)^\alpha$$

Where:

R_i = **Reduction** offered by the i-bidder

R_{max} = Value of the most convenient offer (reduction).

α = coefficient = 2

The economical offer can be given up to 30 points.

The Selection Board, once finalized all the economical offers, will then proceed to add all the single evaluations of each bid in order to reach the total evaluation of each offer.

Lastly, the Selection Board, in an open doors meeting, will proceed with the formulation of a general classification of merit.

In case of equal points between the offers, the evaluation of the offers will be recalculated with the coefficient α set at the value of 3.

Whether the assignment still cannot be made based on the above element, the Selection Board will proceed to a draw.

SINGLE REQUIREMENTS DOCUMENT

All the information requested must be entered by the economic operator, except where expressly indicated

PART I INFORMATION ON THE TENDERING PROCEDURE AND THE CLIENT

Identity of the Client	Answer:
Name:	CONSOLATO GENERALE D'ITALIA LONDRA
Name or brief description of the contract:	Supply of Temporary Workers to the Consulate General of Italy in London
CIG	9089327DE9

PART II: INFORMATION ON THE ECONOMIC OPERATOR

A. Economic operator identification data	Answer:
Name:	[.....]
VAT number if any (tax code, National identification number, company registration, etc.)	[.....]
Postal address and Post Code:	[.....]
Contacts: Telephone: PEC or e-mail: (web address - <i>if any</i>):	[.....] [.....] [.....] [.....]

B. Representatives of the economic operator, if any:	Answer:
Full name	[.....]
Date and place of birth	[.....]
Job title/position:	[.....]
Postal address:	[.....]
Telephone:	[.....]
E-mail:	[.....]
If necessary, give details of the representation (form, scope, purpose):	[.....]

C. General information:	Answer:
<p>Where relevant: Is the economic operator on an official list of contractors, suppliers or service providers or does it have a certificate issued by accredited bodies in accordance with Article 90 of the Code (D.L. 18/04/2016, n.50)?</p> <p>In addition to any certifications and entries in official lists, indicate in particular the details of registration with the Chamber of Commerce, Industry, Crafts and Agriculture or equivalent body in the state of origin of the foreign economic operator.</p> <p>If yes:</p> <p>Answer by filling in the other parts of this section</p> <p>a) Enter the name of the list or certificate and, if applicable, the registration or certification number</p> <p>b) If the certificate of registration or certification is available electronically, indicate:</p> <p>c) Enter the references on the basis of which the entry or certification was obtained and, where applicable, the classification received in the official list ():</p> <p>d) Does the registration or certification include all the required selection criteria?</p> <p>e) Will the economic operator be able to provide a statement concerning the payment of social security contributions and taxes, or will it be able to provide information enabling the contracting authority or contracting entity to obtain such a document directly by accessing a national database which is available free of charge in any Member State?</p> <p>If the relevant documentation is available electronically, indicate:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>a) [.....]</p> <p>b) (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]</p> <p>c) [.....]</p> <p>d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>a) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(web address, issuing authority or body, precise reference of the documentation) [.....][.....][.....][.....]</p>

Mode of participation:	Answer:
Does the economic operator participate in the tender procedure together with others ()?	[] Yes [] No
If yes, please ensure that the other operators concerned provide a separate ESPD.	
<p>If yes:</p> <p>a) Specify the role of the economic operator in the grouping, i.e. consortium, EEIG, business network referred to in Article 45(2)(d), (e), (f) and (g) and Article 46(1)(a), (b), (c), (d) and (e) of the Code (lead partner, person responsible for specific tasks, etc.):</p> <p>b) Indicate the other economic operators involved in the tender procedure:</p> <p>c) If applicable, indicate the name of the participating grouping:</p> <p>d) If applicable, indicate the names of the economic operators who are members of a consortium as referred to in Article 45(2)(b) and (c) or of a company of professionals as referred to in Article 46(1)(f) performing the services covered by the contract.</p>	<p>a): [.....]</p> <p>b): [.....]</p> <p>c): [.....]</p> <p>d): [.....]</p>

PART III: GROUNDS FOR EXCLUSION

A: Grounds for exclusion relating to criminal convictions

Excluded from participation in the selection are those who have been convicted, with a final criminal sentence, in Italy or in the country where the contract is carried out, for one or more of the following reasons: (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist offences or offences connected with terrorist activities; (5) money laundering or terrorist financing; (6) child labour and other forms of trafficking in human beings; (7) any other offence from which the inability to contract with the public administration derives. The relevant situations for exclusion are those provided for by Italian law, as well as:

- in the Member States of the European Union, the situations indicated in the national legislation that transposed Article 57 of Directive 2014/24/EU;
- in non-EU countries, the equivalent situations provided for by local criminal law.

A. Reasons for criminal convictions	Answer:
1) Has the economic operator or a member of its management or supervisory bodies or any person with powers of representation, decision making or control in the economic operator been convicted of any of the above by a final judgment delivered no more than five years ago or following which an exclusion period laid down in the judgment still applies?	[] Yes [] No
2) If yes, indicate (repeating as many times as necessary): (a) the date of conviction, as between 1 to 7 and the grounds for conviction; (b) identification of convicted persons; (c) the duration of the period of exclusion laid down in the conviction.	a) Date: [.....], Duration of sentence: [.....] Reasons: [.....] b) [.....] c) duration of the exclusion period [.....]
3) In the event of convictions, what measures has the economic operator taken to demonstrate its reliability (self-cleaning)?	[Indicare misure adottate]

B: Grounds for exclusion relating to the payment of taxes or social security contributions

B. Payment of taxes, duties or contributions	Answer:
1) Has the economic operator fulfilled all the obligations relating to the payment of taxes, duties or social security contributions, in the country where it is established, in Italy and in the country where the contract is carried out?	[] Yes [] No
2) <u>If No</u> , indicate: a) the country where the non-compliance occurred; b) the amount; c) how non-compliance has been established; d) measures taken to rectify the situation;	a) [.....] b) [.....] c) [.....] d) [.....]
C. Information on any situations of insolvency, conflict of interest, etc. professional interests or offences	Answer:
1) Has the economic operator, to the best of its knowledge, failed to fulfil its obligations in respect of health and safety at work, environmental, social and labour law?	[] Yes [] No
2) The economic operator is in one of the following situations or is subject to a procedure to determine one of the following situations: a) bankruptcy, insolvency proceedings, liquidation, composition with creditors, receivership or any other similar situation? b) has ceased its activities?	a) [] Yes [] No b) [] Yes [] No
3) Has the economic operator been guilty of serious professional misconduct?	[] Yes [] No

4) Has the economic operator entered into agreements with other economic operators with a view to distorting competition?	[] Yes [] No
5) Is the economic operator aware of any conflict of interest linked to its participation in the tender procedure?	[] Yes [] No
6) Did the economic operator or an associated company advise the client or otherwise participate in the preparation of the award procedure?	[] Yes [] No
7) Has the economic operator already had experience of early termination of a previous public contract or has it already been awarded damages or other penalties in relation to a previous public contract?	[] Yes [] No
8) Has the economic operator: a) been guilty of serious misrepresentation in supplying the information required to check that there are no grounds for exclusion or that the selection criteria have been complied with? b) concealed that information? c) been able to transmit the additional documents requested by a customer without delay? d) attempted to unduly influence the decision-making process of a Client? e) attempted to obtain confidential information that might give it undue advantage in the tender process? f) provided misleading information which may have a significant influence on decisions concerning the tendering procedure?	a) [] Yes [] No b) [] Yes [] No c) [] Yes [] No d) [] Yes [] No e) [] Yes [] No f) [] Yes [] No
9) <u>If the answer to any of the questions in section C is yes</u> , what situations have arisen and what measures has the economic operator taken to demonstrate its reliability (self-cleaning)?	[Specify the actions taken]

C. Grounds for exclusion under Italian law and equivalent situations under the law of the country where the contract is carried out	Answer:
<p>Is the economic operator in one of the following situations?</p> <p>1) Are there any grounds for revocation, suspension or prohibition under the anti-Mafia legislation?</p> <p>2) Is it subject to infiltration by organised crime?</p> <p>3) Has it been subject to a ban on the exercise of its activity or to any other sanction which entails a ban on contracting with the public administration?</p> <p>4) Is it listed in the computer records kept by the National Anti-Corruption Authority for having submitted false declarations or false documents for the purpose of issuing the qualification certificate, for the period during which the registration continues?</p> <p>5) Has it violated the prohibition of trust registration?</p> <p>6) Does it comply with the rules on the right of disabled people to work?</p> <p>7) if it has been the victim of extortion and extortion crimes committed by organised crime or by those who wanted to facilitate the activities of organised crime and there is no case of necessity or legitimate defence, has it reported the facts to the criminal prosecution authorities?</p> <p>8) Is it in relation to another participant in the same award procedure, in a situation of control or in any report, even de facto, if the control situation or report implies that the bids are attributable to a single decision-making entity?</p> <p>9) Has it stipulated employment or self-employment contracts and, in any case, has it assigned tasks to former employees of the client who have terminated their employment for less than three years and who in the last three years of service have exercised authoritative or negotiating powers on behalf of the client with the same economic operator (<i>pantouflage or revolving door</i>)?</p>	<p>1) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>7) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>8) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>9) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

PART IV: SELECTION CRITERIA

A: Suitability (Article 83(1)(a) of the Code)

Suitability	Answer:
<p>1) Registration in a professional or trade register kept in the Member State of establishment ()</p> <p>If the relevant documentation is available electronically, provide:</p>	<p>[.....]</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>

<p>2) For service contracts:</p> <p>Is a particular authorization or membership of a particular organisation (list, register, etc.) required in order to be able to provide the service in question in the country of establishment of the economic operator?</p> <p>If the relevant documentation is available electronically, provide:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please specify which documentation and whether it is available to the economic operator: [...] <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>
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B: Economic and financial standing (Article 83(1)(b) of the Code)

Economic and financial standing	Answer:
<p>1) The annual ('general') turnover of the economic operator for the best three years in the last five years):</p> <p>If the relevant documentation is available electronically, provide:</p>	<p>financial year: [.....] turnover: [.....] [...] currency financial year: [.....] turnover: [.....] [...] currency financial year: [.....] turnover: [.....] [...] currency</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>
<p>) If the information on turnover (general or specific) is not available for the whole period requested, indicate the date on which the economic operator was set up or started its activities:</p>	<p>[.....]</p>
<p>4) The amount insured against occupational risks is as follows (Article 83(4)(c) of the Code):</p> <p>If the relevant documentation is available electronically, provide:</p>	<p>[.....] [...] currency</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>

C: Technical and professional skills (Article 83(1)(c) of the Code)

Technical and professional skills	Answer:
<p>1) Only for public supply and service contracts:</p> <p>During the reference period, the economic operator delivered the following main supplies of the specified type or provided the following main services of the specified type: Indicate in the list the total amounts of works and the amounts broken down by categories, dates and recipients, public or private ():</p>	<p>Number of years (period specified in the relevant notice or tender documents):</p> <p>[10]</p> <p>Description sums dates receivers</p>
<p>5) Please provide details of their educational and professional qualifications:</p> <p>a) the same service provider or contractor, and/or (depending on the requirements in the relevant notice or tender documents)</p> <p>b) the components of the technical-operational structure/working groups:</p>	<p>a) [.....]</p> <p>b) [.....]</p>
<p>6) The average annual number of employees of the economic operator and the number of managerial staff over the last three years are as follows:</p>	<p>Year, average annual number of employees: [.....],[.....], [.....],[.....], [.....],[.....],</p> <p>Year, average annual number of managerial staff: [.....],[.....], [.....],[.....], [.....],[.....]</p>
<p>8) With regard to any other technical and professional requirements specified in the relevant notice or tender documents, the economic operator states that:</p> <p>If the relevant documentation, if any, specified in the relevant notice or tender documents is available electronically, indicate:</p>	<p>[.....]</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>

Part V: FINAL STATEMENTS

I, the undersigned/The undersigned formally declares/declare that the information provided in parts II to IV is true and correct and that I the undersigned/The undersigned is/are aware of the consequences, including of a criminal nature, of a serious misrepresentation, provided for by Italian and local law.

I, the undersigned/The undersigned hereby certifies/certify that I/they do not have the grounds for exclusion set out in Part III and that I/they meet the requirements set out in Part IV.

I, the undersigned/The undersigned formally authorises/ authorise the Client, indicated in part I, to carry out checks with the competent local authorities on the truthfulness of the declarations made on the requirements.

I, the undersigned/The undersigned accepts/accept without reservation or exception the provisions and conditions contained in the letter of invitation and Annexes 1 and 2 to that letter, which are an integral part thereof.

[Location and date]

[name, surname and capacity of the signatory(s)]

ATTACH A COPY OF EACH SIGNATORY'S IDENTITY DOCUMENT.

IF REQUIRED BY LOCAL LAW TO GIVE THE DECLARATION THE EFFECTIVENESS OF A SWORN DECLARATION, THE DECLARATION MUST CONTAIN THE PROOF THAT IT HAS BEEN MADE BEFORE THE COMPETENT LOCAL AUTHORITY.

STATEMENT ON THE PROTECTION OF NATURAL PERSONS
WITH REGARD TO THE PROCESSING OF PERSONAL DATA
Regulation (EU) 2016/679, Art. 13

The processing of personal data is based on the principles of lawfulness, fairness and transparency to protect the rights and fundamental freedoms of individuals.

For this purpose, the following information shall be provided:

1. The data controller is the Ministry of Foreign Affairs and International Cooperation (MAECI) of the Italian Republic, which, in the specific case, operates through [name of the head office abroad, address, e-mail, telephone].
2. The MAECI has a personal data protection officer who, in case of questions or complaints, can be contacted at the following addresses (Ministry of Foreign Affairs and International Cooperation, Piazzale della Farnesina 1, 00135 ROMA, tel. 0039 06 36911 (switchboard), e-mail: rpd@esteri.it; pec: rpd@cert.esteri.it).
3. The personal data requested are necessary for the selection of the economic operator to whom the service subject of the contract will be awarded.
4. The provision of data is an obligation under Italian law and any refusal to provide the requested data will result in exclusion from the selection procedure or from the award.
5. The processing will be carried out manually or electronically by specially appointed personnel.
6. The data will be communicated to the internal and external control bodies of MAECI. By signing this statement, the interested party gives his consent to the communication of such data also to the competent local authorities for their verification and to the publication of the essential elements of the contract stipulated on the website of the client in accordance with the Italian legislation on the transparency of public contracts.
7. The data shall be stored for a maximum period of 5 years from the time the contractual relationship is terminated for completion of performance or for any other reason, including termination for non-performance. This period shall be suspended if judicial proceedings are initiated.
8. The data subject may request access to and rectification of his/her personal data. In such cases, the data subject shall submit a request to the addresses indicated in point 1, informing the MAECI Data Protection Officer for information at the addresses indicated in point 2.
9. If the data subject considers that his or her rights have been violated, he or she may lodge a complaint with the MAECI Data Protection Officer. Alternatively, you can contact the Guarantor for the protection of personal data (Piazza di Monte Citorio 121, 00186 Rome, tel. 0039 06 696771 (switchboard), e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or the judicial authority.

[Location and date]

Signature of the interested party for acknowledgment and acceptance

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