



**FOR.AGRI. FONDO PARITETICO INTERPROFESSIONALE NAZIONALE PER LA
FORMAZIONE CONTINUA IN AGRICOLTURA**

Via Flavia 3 - 00187 Roma - Italia

Tel. +39 0688817690

e-mail: direzione@foragri.com

URL: <http://www.foragri.com/>

**OPEN INVITATION TO TENDER FOR THE PROCUREMENT OF INFORMATION
TECHNOLOGY AND TELEMATIC SERVICES TO THE FUND**

CIG - 779045138A

TENDER SPECIFICATIONS

1. Nature and scope of procurement

This tendering process, in compliance with the circulars and other guidelines issued by the Ministry of Labour and Welfare, and with the Regulation for the procurement of goods and services, adopted by the *Fondo Paritetico Nazionale Interprofessionale per la Formazione Continua in Agricoltura* – FORAGRI (the “Fund”), an inter-professional training fund for continuous training in agriculture, is related to the management, maintenance and implementation of the Fund’s IT services.

The envisaged activities are as follows, subject to the direction of and coordination by the Fund:

- A. Management, maintenance and upgrading of the Single Platform System for access to the services
- B. Management, maintenance and upgrading of the Notice presentation Platform
- C. Management, maintenance and upgrading of the Platform for controlling/monitoring the training Plans funded by the Notices
- D. Management, maintenance and upgrading of the Platform for managing the Training Vouchers
- E. Management, maintenance and upgrading of the Platform for controlling/monitoring the Training Plans with Corporate Training Account
- F. Management, maintenance and upgrading of the Platform for managing the database of the enterprises registered with the Fund and those activating the Corporate Training Account

- G. Management, maintenance and upgrading of the application for the computer interface with the *Registro Nazionale degli Aiuti di Stato* online system and database
- H. Management, maintenance and upgrading of the Reporting Platform
- I. Management, maintenance and upgrading of the Fund website
- J. Housing of the Server equipment and relevant maintenance and upgrading

The relevant procurement contract will be awarded for a 5 (five) year term.

The reference amount, i.e. the lump-sum and all-inclusive price that must not be exceeded for the required services, with regard to all the activities provided for in these Specifications, in the outline contract and in the other attached documents, is € 500,000.00 (five hundred thousand/00), plus VAT at the applicable rate, and cannot be changed for the term of the contract.

Any tenders exceeding the abovementioned reference amount shall be rejected.

The procurement contract shall be awarded in accordance with the open competitive tendering process described in more detail in section 3 below.

With regard to the tendering process, the Fund shall apply the provisions of Legislative Decree 163/2006, as amended.

Tenderes, before lodging an application to take part in the tender process, shall necessarily carry out an on-the-spot inspection for the purpose of collecting technical information about the system and platform currently used by the Fund. Therefore, they must arrange an appointment with the person in charge of the process, Mr. Roberto Bianchi. The inspection must take place no later than the day before the deadline for submitting tenders. The person making the inspection – carrying valid ID – shall be a legal representative or a technical manager (as stated in the certificate of registration with the Chamber of Commerce), or other authorised representative. In the case of a temporary grouping of companies or consortium, within the meaning of article 2602 of the Civil Code, currently established or as may be established in the future, the person making the inspection shall present an authorisation issued by the lead company. The inspection shall be duly recorded, also for tenderer qualification purposes, in a special statement signed by the tenderer's representative and the person in charge of the process (see above); the statement shall be issued in two counterparts, one of which is given to the person making the inspection in the name and on behalf of the tenderer, and must then be included, by the tenderer, in the envelope with the administrative documentation (ENVELOPE A).

Any requests for clarification, with regard to these Specifications, and the other contract documents, may be emailed to the following address:

info@foragri.com

The Fund will promptly reply to all the requests received.

The Fund reserves the right to award new services to the contractor, similar to those set out herein, or to extend or modify those awarded under the procurement contract, for an estimated total amount of € 50,000.00 (fifty thousand/00), plus VAT at the applicable rate.

In the event of changes and integrations to and the implementation of the Platforms requested by the Fund, the contractor shall be entitled to a maximum fee of € 250.00 (two hundred and fifty/00) per day, plus VAT at the applicable rate.

2. Participation and content of tenders

The envelopes containing the tenders must be received by FORAGRI, at its premises in Via Flavia 3, 00185 Rome, no later than **12.00 (midday) of March the 12th, 2019**, and must be marked on the front the words: *“Offerta per i servizi informatici e telematici – Tender for information technology and telematic services”*.

The envelope must also clearly indicate the name, address and contact details of the sender (telephone and fax number, email address) for replies.

If the envelope lacks any of the abovementioned details then it may either not be delivered to the proper office or opened before the tender opening date. In which case, if the envelope is not delivered to the proper office or opened before the established date, the tenderer shall be excluded from the process.

The tenderers alone shall bear the risk of late delivery of the tenders. No tenders received by FORAGRI after the abovementioned deadline shall be accepted, even if sent before the expiry of the deadline.

Nor shall FORAGRI accept any incomplete or conditional tenders, or such as to cast doubts on the tenderer's intentions to fully and unconditionally abide by the terms and conditions of contract or to accept the offered price or which, in any case, give rise to absolute uncertainty as to the content thereof.

The envelope containing the tender shall contain a further three envelopes perfectly sealed and carrying the following words: “Envelope A – Administrative Documentation”, “Envelope B – Technical Offer”, “Envelope C – Financial Offer”.

2.1 Content of Envelope A – Administrative Documentation.

Envelope A shall contain the following documents:

a) a statement in lieu of an affidavit, made in accordance with D.P.R. 445/2000 or, in the case of residents abroad, an equivalent document issued according to the local regulations, in which the tenderer, or its attorney, on its sole responsibility:

a.1) declares that, in the three-year period from 2016 to 2018, it has successfully managed information technology and telematic services, consisting in the design, implementation and management of complex platforms and databases, for contract values of no less than € 1,000,000.00 (one million/00). This statement shall include a list of the activities carried out and the clients served in the reference period;

a.3) declares that there are no exclusion situations as referred to in art. 80, Legislative Decree 50/2016. The declaration must follow the contents and the format of attached document.

b) a description of the tenderer's technical capabilities and organization, complete with a declaration to the effect that the human resources with the qualifications as follows will be used to perform the services hereinbelow:

- a Project Leader, with at least 10 years experience in designing, developing and managing complex platforms and databases; the relevant CVs must be enclosed in Envelope B - Technical Offer, see Par. 2.2.2

- a Senior Programmer with at least 10 years experience in designing, developing and managing complex platforms and databases; the relevant CVs must be enclosed in Envelope B - Technical Offer, see Par. 2.2.2

- a Programmer with at least 5 years experience in designing, developing and managing complex platforms and databases; the relevant CVs must be enclosed in Envelope B - Technical Offer see, Par. 2.2.2

- a Data Base Administrator with at least 5 years experience in designing, developing and managing complex platforms and databases; the relevant CVs must be enclosed in Envelope B - Technical Offer, see Par. 2.2.2

- a Web Designer with at least 5 years experience in designing, developing and managing of platform and website; the relevant CVs must be enclosed in Envelope B - Technical Offer, see Par. 2.2.2

c) a declaration signed by the legal representative of the tenderer, or his/her duly authorised attorney, to the effect that he/she:

c-1) has examined and understood, acknowledged and taken into account, in the formulation of the tender:

- all the general and special circumstances that can affect the performance of the services and the determination of the tender;

- all the conditions, obligations and charges, none excluded or excepted, arising out of the Invitation to Tender and the Tender Specifications, outline contract and all the other documents referred to therein;

- all the conditions, obligations and charges, none excluded or excepted, arising out of the laws and regulations governing the services herein and the relevant HSE regulations, as applicable to the premises in which the services shall be carried out;

c-2) fully accepts, without reservations, all the negotiation conditions set out in the Invitation to Tender and the Tender Specifications, outline contract and all the other documents referred to therein, and undertakes to endorse them all, if the contract is awarded;

c-3) will file no claims against the Client, if this tender process is suspended or cancelled, at any time, not even for the reimbursement of the costs incurred in participating therein;

c-4) undertakes to provide the services herein in accordance with the regulations currently in effect, or as may be introduced during the term of the contract;

d) the statement of inspection.

2.2 Conditions for participation of groupings of companies

In the case of groupings of companies (temporary groupings, existing, or as may be established in the future; consortiums established in accordance with article 2602 et seq. of the Civil Code, also as a consortium company pursuant to art. 2615 ter of the Civil Code), the following other provisions shall apply.

In the case of groupings or consortiums not yet established:

- a declaration in writing must be submitted, signed by the legal representatives of all the grouping or consortium members, containing the commitment, if the contract is awarded, to establish the grouping or consortium – with the clear indication of the lead company – and to conform to the provisions set out in Legislative Decree 50/2016;
- the declarations referred to in points a.2), a.3) and c) above shall be made by all the members of the grouping or consortium in the process of being established;
- the requirement referred to in point a.1) above must be declared and possessed by the subjects that concur in achieving the overall requirement.

In the case of existing groupings or consortiums:

The rules for groupings or consortiums not yet established also apply to existing groupings, the only difference being that instead of the commitment to establish the grouping, it shall be required to present a copy of the collective representation mandate, relating to the established grouping and drafted in accordance with Legislative Decree 50/2016.

Furthermore, the negotiation statements referred to in letter c) above may be signed by the legal representative of the lead company and agent of the grouping.

In the case of established consortiums (pursuant to art. 2602 et seq. of the Civil Code, which includes consortium companies “*società consortile*”), the same rules apply as those for groupings not yet established, with the following specifications:

- it shall be necessary to present the consortium’s memorandum and articles of association indicating the joint responsibility of the consortium members towards FORAGRI. If this joint responsibility is not indicated in the abovementioned documents, a special declaration to this effect must be signed by all the members. The legal representative of the consortium may also present a statement indicating which members of the consortium will be involved in the provision of the services herein, should the contract be awarded;
- the declarations referred to in points a.2) and a.3) above must, therefore, be submitted by all the consortium members involved in the provision of the services, should the contract be awarded.

If the Fund finds that the submitted documents or declarations are incomplete, or do not comply with these specifications, it shall not immediately disqualify the tenderer concerned but shall invite it to complete the documents, or declarations, or provide clarifications regarding the contents of the certificates, documents and declarations submitted.

2.3 Content of Envelope B – Technical Offer

Envelope B shall contain the documents as follows:

1. a report illustrating the operating procedures and methods employed to provide the services, should the contract be awarded, and the organizational resources that the tenderer will make available for the performance thereof;
2. a detailed description of the team set up to provide the services to the Fund, specifying the roles of each operational unit and the CVs of the members of the team;
3. a summary of any additional services and improvements that the tenderer undertakes to provide, should the contract be awarded, at no extra price compared to the financial offer.

The abovementioned reports, except for the attachments and CVs, must be initialed on every page and then signed in full at the bottom by the legal representative of the tenderer.

In the case of groupings of companies or consortiums not yet established, the reports constituting to the technical offer must be initialed or signed on every page by the legal representatives of all the companies intending to group up or set up a consortium.

In the case of groupings of companies, the technical offer – in order to be valid and accepted – must also indicate how the performance of the services will be apportioned among the grouping’s or consortium’s members, specifying the activities assigned to each member and the value thereof.

2.4 Content of Envelope C – Financial Offer

Envelope C must contain a declaration signed by the tenderer and indicating the financial offer, in numbers and letters, showing the total price proposed for the performance of the services, which must not exceed the reference amount.

In the case of groupings of companies or consortiums not yet established, the financial offer must be initialed or signed on every page by the legal representatives of all the companies intending to group up or set up a consortium.

3. Evaluation of financial offers and choice of selected tenderer

The contract shall be awarded according to the principle of the most financially advantageous offer, determined on the basis of the following evaluation:

- | | |
|--|-----------|
| a) consistency and quality of the organisation proposed for performing the services | 10 points |
| b) proposed technical offer, instruments and equipment | 10 points |
| c) experience in designing, developing and managing complex platforms and databases | 7 points |
| d) experience in the performance of the services herein at Interprofessional Funds for Continuous Training | 7 points |
| e) quality and innovativeness of the additional services and improvements at no | |

extra cost	6 points
f) assessment of the CVs of the staff involved in performing the services	20 points
g) financial offer	40 points

Financial Offer

To award the 40 points for the Financial Offer the following non-linear inverse proportional (interdependent) formula:

$$PE = P_{MAX} \times P_{MIN}/P$$

Where:

PEMAX: MAXIMUM POINTS
P: TENDERER'S PRICE
PMIN: LOWEST FINANCIAL OFFER

4. Contract award procedure

At the public session held at 15.00 of March the 19th, 2019, at the FORAGRI headquarters, the contract award Committee shall open the envelopes received, to verify whether they contain the three required envelopes and the administrative documents in envelope A, and provide for the relevant measures.

At this session, the Committee shall also open the envelopes containing the technical offers and sign the content, which may be delegated to the chair of the Committee.

The Committee will then close the public phase of the procedure and examine, in the course of one or more secret sessions, the technical offers contained in the envelopes B submitted by the admitted tenderers.

Once the points have been assigned to the technical offers, according to the criteria set out in section 3 above, the Committee will call a new session, during which the envelopes "C" with the words "Financial Offer" shall be opened and the related points assigned, also in accordance with section 3 above.

The next step will be the temporary awarding of the contract to the tenderer obtaining the highest points, provided that the relevant financial offer is not unusually low, according to art. 97, of Legislative Decree 50/2016. In this case, the Committee shall return all the tender records to the Fund, which shall then summon the tenderer in question, to request clarifications and justifications relating to the tender before excluding it, if needs be.

The contract shall be awarded even if there is only one valid tender.

In this latter case, the Committee shall nevertheless examine and assess the technical and financial offers of the only tenderer, without assigning any points, and express an opinion as to the congruity of the financial offer, the compliance of the technical offer with the specifications and the reliability of the tenderer, referring the decision to FORAGRI.

The tenderer shall be bound to its tender for 180 days from the tender presentation deadline, after which it may disengage itself by means of a notice in writing.

5. Final award and conclusion of the contract

The tendering records shall be formally approved by the Board of Directors of FORAGRI, which shall resolve on the final award of the procurement contract.

The necessary checks will then be made, with regard to the winning tenderer and the runner-up, to make sure that they possess the required financial, technical and operational requirements declared by them and required in the invitation to tender, through the presentation of suitable documentation (with reference to art. 86, of Legislative Decree 50/2016).

Before concluding the contract, the winning tenderer must provide a performance bond amounting to 5% of the contract value.

The contract shall be concluded only once the certificate required under the applicable antimafia regulations has been submitted.

6. Contract provisions

For any matters not specifically provided for herein, and in the attachments hereto, reference must be made to the relevant outline contract and to the applicable regulations.

The outline contract can be consulted at the For.agri website, www.foragri.com.