



Permanent Mission of Italy
UN - New York

INVITATION TO TENDER (ITT)

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THE PERMANENT MISSION OF ITALY TO THE UNITED NATIONS

NAME OF AUTHORITY: Permanent Mission of Italy to the United Nations – New York (“The Mission”)
TENDER FOR: Restricted Bid Procedure for real estate brokerage for the sale of the townhouse located at 16 East 76 th Street, New York, NY 10021 (“the Property”)
INVITATION TO TENDER REFERENCE NUMBER: CIG B2D50C647C
TENDER RETURN DATE AND TIME (DEADLINE): 09/30/2024 h 12.00 pm (noon) ET
STATISTIC CODES (CODE CPV) 70123100

**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 Mission

ADDRESS:	885 Second Avenue, One Dag Hammarskjold Plaza, 49th floor, New York, NY 10017
DEPARTMENT IN CHARGE:	Administration Office
HEAD OF PROJECT (RUP):	Head of Administration, Mr. Eugenio BOLDRINI
INTERNET ADDRESS:	https://italyun.esteri.it/en/
E-MAIL ADDRESS:	admin.italyun@esteri.it

1 INTRODUCTION AND BACKGROUND

1.1 Contents of the Invitation to Tender (“ITT”)

This ITT is comprised of:

Introduction, Scope of Service, Tender Timetable, Tenderer’s Eligibility Requirements, Tender Completion of Information and Documentation, Tender Selection Process and Evaluation Model, Data Protection, Definitions, Governing Law and Jurisdiction and the following **Annexes**:

- Tenderer’s Information - TI (**Annex 1**);
- Admission Requirements Document – ARD (**Annex 2**);
- Privacy Notice (**Annex 3**);
- Portal Registration Instructions (**Annex 4**)

1.2 Introduction

The Mission is a diplomatic mission of Italy to the United Nations and is subject to and governed by Italian Law.

The Mission is conducting this **restricted** tender 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 general principles of Legislative Decree no. 36/2023 (Italian Public Contract Code) and Ministerial Decree dated 2 November 2017 no.192/2017, for the purpose of **contracting the services of a Real Estate Broker, or Associate Broker to market for sale the Property and to procure a buyer to purchase the Property**, as more fully described in Section 1.4 below. Tenderers will be considered only in their **personal capacities**, and any Requests to Participate received from a Tenderer who is not an **individual**, including from partnerships, sales teams, associations, limited liability companies or corporations will be automatically excluded from this ITT.

This procedure is governed by current Italian law and the federal, state, and local laws of the State and City of New York where the Property is located.

The conveyance of title to the Property will be governed by the laws of the State and City of New York, where the Property is located.

Participants in this Tender are required to abide by the terms of this ITT, which participants are encouraged to review in advance.

The Mission published this ITT including the Annexes:

- on the website of the Permanent Mission of Italy to the United Nations:

<https://italyun.esteri.it/en/transparent-administration/call-for-tenders/>

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

<https://maeci.traspare.com/announcements>

1.3 TWO STAGE PROCEDURE

This Tender will take place in **two stages**:

- **FIRST STAGE: Request to Participate:** In the First Stage (or “Selection Stage”), any **individual** candidate wishing to participate in this Tender (each a “Tenderer”) who meets the eligibility requirements set forth in Section 6 (“Tenderer’s Eligibility Requirements”), may submit a Request to Participate in the First Stage, in response to this ITT by following the procedures set forth in this ITT and providing the information and documentation requested. Individual candidates that meet the requirements of this First Stage will be shortlisted, and selected to participate in the Second Stage.

Prior to submitting a Request to Participate (Envelope A) in the First Stage, each individual candidate should review in detail Section 6: TENDERER’S ELIGIBILITY REQUIREMENTS. ITT participants that do not meet these eligibility criteria will be automatically excluded.

- **SECOND STAGE: Tender:** In the Second Stage (or “Tender Stage”), the shortlisted candidates from the First Stage will be asked to submit: (1) a Marketing Plan; and (2) a Commission Proposal.

Upon completion of the Second Stage, the Mission will award the Tender to the “Awarded Tenderer”.

1.4 **SCOPE OF SERVICES**

The Awarded Tenderer will be responsible for providing support to the Mission with advertising, marketing, and assisting with the closing of the sale of the Property. The principal responsibilities shall be to identify and qualify potential buyers; conduct showings and open houses; solicit offers to purchase the Property and promptly transmit them to the Mission; conduct due diligence on each prospective buyer; assist with the closing of title to the Property, and other related services, as requested (collectively, the “Services”). The engagement of the Awarded Tenderer for the sale of the Property will be non-exclusive during the term of the Listing Contract and the Awarded Tenderer shall remain free to list, advertise and sell or rent other properties to prospective buyers or tenants.

1.5 **PROPERTY AND SELLER**

Property address: 16 East 76th Street, New York, New York 10021

County: New York County

Legal Description: Section 1, Block 1390, Lot 62

Building Class: A4, City Residence, One Family

Property Rights: fee simple interest

Gross floor area (including garden level): approx. 8,565 Sq. Ft.

Occupancy: free, unoccupied

Seller: Permanent Mission of Italy to the United Nations

Mailing Address: 885 Second Avenue, One Dag Hammarskjold Plaza, 49th Floor, New York, NY 10017

Phone Number: (+1) 646 840 5361

Email address: admin.italyun@esteri.it

2 FIRST STAGE (SELECTION STAGE)

Individual candidates wishing to participate in the First Stage, must submit a Request to Participate, which shall include the Administrative Documents (“Envelope A”), through the **web portal/platform “Traspare”** https://maeci.traspare.com/employees/sign_in (in the top right part of the screen you can select the English language) within the deadline referred to in Sections 5.1 and 7.1.

To this end, you must:

- access the aforementioned portal https://maeci.traspare.com/employees/sign_up and create a user profile (“register to our portal”); for more information on the registration procedure please refer to **Annex 4**;
- fill in a form to register on the platform as an “economic operator” https://maeci.traspare.com/employees/activation_supplier_module (“fill in the activation form”) (TIP: as “registered electronic mail (REM)” you can insert your standard email address);
- verify your account and confirm your registration to the portal as an economic operator (after completing the activation form, piattaforma.traspare@pec.it will send an email to your REM or email address containing a link “Activate Account”);

Once registration is completed, please sign in, enter the "Tenders" section (“manage your tender procedures”) and click on the "open procedures" button in the menu on the left. You can also find this ITT using the “search” function through the **CIG number B2D50C647C**.

In order to submit the administrative documents and send the offer you must:

- click on “participate”;
- on the next page select the “type of participation” (as “*singolo professionista*”);
- upload the administrative dossier (at this first stage, do **not** upload the Marketing Plan and the Commission Proposal);
- click on “send offer”.

You can ignore the request to digitally sign the documentation (you can upload the files in P7M, zip, and pdf formats).

ENVELOPE A - ADMINISTRATIVE DOSSIER.

Under penalty of exclusion, Envelope A must contain the following signed documents:

- **Tenderer’s information - TI (Annex 1)**, signed by the Tenderer, which includes **Evidence** (type of documentation supporting the brokerage firm’s 2023 total sales volume and individual sales documentation as set forth in Sections 6.1 & 6.2 herein);
- **Admission Requirements Document - ARD (Annex 2)**, signed by the Tenderer and a legal representative of Tender’s brokerage firm, if applicable.
- **Privacy Notice (Annex 3)**, signed by the Tenderer;

- Copy of Tenderer's **valid identity document**;
- Copy of Tenderer's **valid Broker's Real Estate License or Associate Broker's license**.

In case of absence, defect or any other irregularity of the elements required in this Section, the Mission grants the Tenderer a period of no more than **seven days**, in order to allow the necessary integration and/or regularization. In case of non-compliance within the established period, the Tenderer is excluded from the tender. The lack of documentation that does not allow the Mission to identify either the content of the Tender or the identity of the Tenderer is considered an essential irremediable invalidity.

Each Tenderer participating in the First Stage of this ITT must complete the Tenderer's Information (**TI**) and the Admission Requirements Document (**ARD**), respectively attached to **Annexes 1 and 2**, related to their technical and professional skills, as well as economic and financial standing. Participation in the First Stage should be completed only by those individual Tenderers who are able to satisfy all requirements **individually** (i.e., and **not collectively** with a group of individuals who together meet requirements, or a "**sales team**") set out in this ITT. The Mission will evaluate the contents of each Tenderer's Envelope A, and will select for the Second Stage, **up to ten (10) highest ranking qualified Tenderers** (i.e., a short list of individual brokers or associate brokers who have been judged the most suitable to provide the Services based on their qualifications and professional abilities).

***** IMPORTANT *** At this FIRST STAGE, do not insert any additional information in Envelope A, except what is expressly requested in this Section. Tenderers must NOT include any reference to the marketing plans for the Property or commission proposals in Envelope A. Inserting any marketing plan or commission proposals inside Envelope A will result in automatic exclusion from this procedure.**

2.1 FIRST STAGE SELECTION PROCESS

Upon completion of the First Stage, the Mission may select **up to 10 eligible Tenderers** based on the Tenders submitted in accordance with the requirements, instructions and evaluation process set forth in this Section 2.

If the number of Tenderers selected during the First Stage is less than 10 (ten), all eligible Tenderers whose Request to Participate has been accepted will be invited to participate in the Second Stage (Tender Stage) and to submit a further offer within the restricted tender procedure, pursuant to art. 28 of Directive 2014/24/EU, and the Tender will be awarded upon completion of the Second Stage according to the criterion of the **most economically advantageous offer (based on the best quality/price ratio), which includes an evaluation of the Tenderer's Marketing Plan and Commission Proposal**.

If, upon completion of the First Stage, the eligible Tenderers are more than 10 (ten), those eligible Tenderers will be selected to participate in the Second Stage (Tender Stage) based on **Evaluation Criteria** and procedures set out in **Section 8** below.

3 SECOND STAGE (TENDER STAGE)

At the end of the First Stage, up to 10 Tenderers that met the requirements of the First Stage will be invited to participate in the Second Stage.

The Mission will provide the following procurement documents to the Tenderers invited to participate in the Second Stage:

- **Invitation to Tender Letter**; and
- Draft Tender Contract (the “**Listing Contract**”) and **annexes**.

Only during the Second Stage, will the Tenderers be required to submit through the platform Traspas their technical dossier (Marketing Plan) and economic envelope dossier (Commission Proposal).

EVALUTATION CRITERIA	ENVELOPE	MAXIMUM SCORE
TECHNICAL DOSSIER (MARKETING PLAN)	B	50 points
ECONOMIC ENVELOPE DOSSIER (COMMISSION PROPOSAL)	C	50 points
TOTAL		100 points

To protect the confidentiality of this Tender, the Mission will disclose certain information only to Tenderers selected at the end of the First Stage.

***** IMPORTANT *** Tenderers must NOT include any reference to the marketing plans for the Property or commission proposals in Envelope A (First Stage).**

4 LIST PRICE AND COMMISSION; ENGAGEMENT; REQUEST FOR CLARIFICATION

The **list price** for the Property at the time of this ITT is **USD 19,500,000.00** (Nineteen Million Five Hundred Thousand US Dollars). However, the Mission has final authority over determining the list price and any subsequent adjustment thereto.

Compensation for the entire scope of Services, including that which is listed in Sections 1 and 2 of this ITT, and any additional/specialty support services related to the sale of the Property shall be through real estate brokerage commissions based on the final sale price of the Property, as specified below.

Should the Mission complete a transaction for the sale of the Property, the Awarded Tenderer will receive a brokerage commission paid by the Mission based on a percentage **UP TO 5% of the actual sales price of the property**.

***** HOWEVER, UNDER NO CIRCUMSTANCES WILL THE BROKERAGE COMMISSION EXCEED THE AGGREGATE AMOUNT OF USD 975,000.00 (Nine Hundred Seventy-Five Thousand US Dollars) *****

The Commission will be paid from the proceeds of the sale at the closing of title of the Property, in accordance with the "Purchase Agreement" and the "Listing Agreement".

To that end, in **Envelope C (NOT Envelope A)**, the Tenderer must state his/her requested commission indicated in a **PERCENTAGE FORMAT, WHICH SHALL NOT EXCEED 5%**, which represents a percentage of the sale price of the Property. The proposed commission will be the total commission paid by the Mission and will also **include any commission due to the buyer's broker** pursuant to a **commission split agreement** between the Awarded Tenderer and the buyer's broker. The Mission expects that the Awarded Tenderer cooperates with outside brokers in accordance with standard market practice.

FOR ILLUSTRATION PURPOSES ONLY:

- Assuming a Tenderer's Commission Proposal (Envelope C) includes an economic **offer of a 5% commission, and the Purchase Price is \$19,500,000.00**, and such Tenderer is awarded the Tender, at the closing of the Property, the Mission would in such case be responsible for payment of a commission in the total amount of **USD 975,000.00** (Nine Hundred Seventy-Five Thousand US Dollars).
- **IF, HOWEVER,** a Tenderer's Commission Proposal (Envelope C) includes an economic **offer of a 5% commission, but the Purchase Price is \$22,000,000.00**, and such Tenderer is awarded the Tender, at the closing of the Property, the Mission would in such case only be responsible for payment of a commission in the total amount of **USD 975,000.00** (Nine Hundred Seventy-Five Thousand US Dollars), as in no circumstances can the brokerage commission hereunder exceed USD 975,000.00.

- **IF, HOWEVER,** a Tenderer's Commission Proposal (Envelope C) includes an economic **offer of a 4% commission, and the Purchase Price is \$19,500,000.00**, and such Tenderer is awarded the Tender, at the closing of the Property, the Mission would in such case be responsible for payment of a commission in the total amount of **USD 780,000.00** (Seven Hundred Eighty Thousand US Dollars).

***** IMPORTANT *** The above referenced Commission Proposals of USD 975,000.00 and USD 780,000.00 are for illustrative purposes only, and should neither be deemed or interpreted as a binding commitment on the part of the Mission to pay a fixed amount of money in commissions, nor as an obligation on the part of the Mission to purchase/retain any real estate brokerage services prior to the completion of the Second Stage (Tender Stage) of this ITT.**

4.1 **Duration of the Engagement; Obligations of Awarded Tenderer; Termination**

The Awarded Tenderer's engagement will commence on the date of execution of the Listing Contract by the Mission and the Awarded Tenderer (and/or his/her authorized representative) and will end on the earlier of (i) 5:00 p.m. of the **300th day** after the commencement of the term thereof; or (ii) the consummation of the sale of the Property, unless sooner terminated in accordance with the terms of the "Listing Contract".

The terms set forth in this ITT are to be embodied in the Listing Contract, containing such additional covenants and other provisions that are acceptable to the Mission.

The Mission contemplates that, in addition to the terms described in this ITT, the Listing Contract will include, without limitation, the following terms:

A. Indemnity Obligations of Awarded Tenderer

The Awarded Tenderer will agree to indemnify, defend and hold the Mission (including officers, director, agents, employees and volunteers, as the same may be constituted from time to time) harmless from and against all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and reasonable attorneys' fees, whether or not litigation is actually commenced) arising from or otherwise relating to: (i) any breach by Awarded Tenderer of any warranty, representation, term or condition made or agreed to by Awarded Tenderer; (ii) all products and services prepared by or for Awarded Tenderer hereunder and provided to the Mission; (iii) any claim or action for personal injury, death or otherwise in connection with Awarded Tenderer's products or services provided to the Mission; (iv) any breach by Awarded Tenderer of any statutory or regulatory obligation; (v) the actual or alleged infringement by Awarded Tenderer of any patent, copyright, trademark or other proprietary right of any person or entity; and/or (vi) any act or omission of Awarded Tenderer, its employees, agents or subcontractors.

B. Insurance Obligations of Awarded Tenderer

The Awarded Tenderer (or, if applicable, the Awarded Tenderer's brokerage firm) must also provide and keep in full force and effect during the term of the Listing Contract, at the Awarded Tenderer's (or, if applicable, the Awarded Tenderer's brokerage firm's) own cost and expense, the following insurance policies naming the Mission as additional insured, with an insurer reasonably acceptable to the Mission:

- **Commercial general liability insurance** with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit.
- **Workers' compensation coverage** as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- **Comprehensive automobile liability insurance** covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
- **Professional liability insurance** with a general aggregate limit of Two Million Dollars (\$2,000,000.00) and an occurrence limit of two Million Dollars (\$2,000,000.00).

Each such policy will provide for thirty (30) days prior written notice to the Mission in the event of cancellation or reduction in coverage or amount.

C. Termination

At Will. The Listing Contract may be terminated by the Mission, in its sole and absolute discretion, upon **thirty (30) days** written notice to the Awarded Tenderer.

Default by Awarded Tenderer. The Listing Contract may be terminated by the Mission upon **three (3) days** written notice to the Awarded Tenderer in the event the Awarded Tenderer is in default under any provisions of the Listing Contract. The terms set forth in this ITT are to be embodied the Listing Contract, containing such additional covenants and other provisions that are acceptable to the Mission.

In the event that the Listing Contract expires or is otherwise terminated prior to the consummation of the sale of the Property, the Mission shall be deemed as automatically released from any and all obligations and liabilities pursuant to the Listing Contract, the Awarded Tenderer shall no longer be entitled to payment of commissions in connection with any sale, exchange, transfer or other disposition of the Property, and the Mission shall be free to retain any and all brokerage services as it deems appropriate in its sole discretion.

4.2 Payment

Payment of commissions shall be made in USD currency in compliance with the terms set out in this ITT and its **annexes**. The Awarded Tenderer will be asked to use a dedicated U.S. bank account to receive the payment of commissions. All payments related to the Tender awarded shall be traceable and shall bear the reference number (**CIG B2D50C647C**).

4.3 **Clarifications about the Services or ITT**

Any Tenderer wishing to participate in this ITT may obtain clarifications by submitting written questions addressed to the Mission's Head of Administration, at least **ten (10) days** before the deadline for submission of applications, either in the First Stage or the Second Stage.

Any requests for clarifications shall be written in English and transmitted through “Traspare” portal. No clarifications by telephone or email shall be permitted.

The Mission will publish in anonymous form answers to requests for clarifications and/or additional information regarding this ITT on the dedicated section of Traspare <https://maeci.traspare.com> at least **six (6) days** prior to the deadline for submission of applications.

It is recommended to periodically consult the Mission website and Traspare to remain updated on any further notices and useful communications regarding this ITT.

The deadline for receipt of clarifications relating to this ITT, including the Services hereunder, is set out in Section 5.1 below.

4.4 **Clarifications about the contents of the Tender**

The Mission reserves the right (but is not obliged) to seek clarification from participants (Tenderer or otherwise) on any aspect of any submission, during both the First Stage and the Second Stage, where necessary, to carry out its evaluation processes. Tenderers are encouraged to respond promptly to any such requests. Vague or ambiguous answers may result in a low score or invalidate Tenderer’s participation in this ITT.

4.5 **Terms of sale**

The Tenderer understands and agrees that the sale of the Property is contingent upon the approval of the Court of Auditors of the Italian Republic (the “*Corte dei Conti*”), which is the Italian Republic's auxiliary body exercising preventive control over the legitimacy of Government measures.

The Tenderer understands that after the contract for the sale of the Property is executed by both the Seller and the buyer for the Property (the “Purchase Agreement”), it will be sent for translation and then approval by *Corte dei Conti*. The Tenderer understands, further, that the Mission's obligation to close title to the Property pursuant to the Purchase Agreement is subject to the Mission’s receipt of official approval by the *Corte dei Conti*. In the event that the official approval by the *Corte dei Conti* is not received, for any reason whatsoever, (i) the Purchase Agreement will be deemed cancelled and of no further force and effect, (ii) the Mission will return to the prospective purchaser the downpayment (if any) paid by the prospective purchaser pursuant to the Purchase Agreement, without interest, (iii) no commission or broker fee or any kind will be due or payable to the Awarded Tenderer or any other broker, and (iv) neither party to the Purchase Agreement will have any further rights, obligations or liability to or against the other party.

5 TENDER TIMETABLE

5.1 Key dates

This Tender aims at setting forth a clear, structured, and transparent process with a view towards providing a fair and equal playing field among Tenderers.

The key dates for this Tender (**Timetable**) will be as follows:

Event	Date
FIRST STAGE	
Deadline for clarification requests	09/20/2024
Target date for responses to clarifications	09/24/2024
Deadline for receipt of Requests to Participate (" Deadline ")	09/30/2024 h 12.00 pm (noon) Eastern Time (New York Time)
Evaluation of Requests to Participate	From 10/01/2024 to 10/10/2024
Notification of outcome of First Stage	10/11/2024
SECOND STAGE	
Invitation to Tender pursuant to art. 28 of Directive 2014/24/EU	TBD in the notification of outcome to Tenderers

Any changes to this Timetable will be communicated to all Tenderers as soon as practicable.

5.2 Deadline for receipt of Tenders

Responses to this ITT must arrive through the web portal/platform "Traspare" https://maeci.traspare.com/employees/sign_in, in the manner set forth in Section 2 and Section 7, no later than the deadline(s) specified therein.

Any Tender received after any deadline(s) set forth herein shall not be considered. The Mission may, however, in its own absolute discretion, extend the deadline and in such circumstances the Mission will notify all Tenderers of any change.

5.3 Deadline Extension

The Mission may, at its discretion, extend any deadline for any submission throughout the duration of this ITT, in which case all rights and obligations of the Mission and Tenderers will thereafter be subject to the new deadline as so extended.

5.4 Debrief

The Mission will provide all rejected Tenderers with a written notice of rejection to the email address provided in the Tender, specifying the reasons for the rejection; provided, however, that the Mission shall not be required to justify those reason(s). The award notification will be sent to each Tenderer.

6 TENDERER'S ELIGIBILITY REQUIREMENTS

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

6.1 Eligibility of Tenderers

This invitation for Tender is limited to Tenderers who are **natural persons** and either hold a **New York Real Estate Broker License** or possess a **New York Associate Broker License**. Furthermore, the Tenderer must regularly provide real estate brokerage services in New York City and possess all necessary State and local authorizations for the performance of the Services in accordance with this ITT, including the Listing Contract, and in compliance with all applicable laws and regulations.

The aforementioned licenses must be issued by the **New York State Department of State Division of Licensing Services** in accordance with Article 12A of the **New York Real Property Law** and must remain in good standing in the State of New York as of the deadline for submission of the First Stage (Selection Stage) and throughout the duration of the Listing Contract and the closing of title to the Property.

All Tenderers shall comply with all applicable laws and regulations in effect in New York State and New York City, including (but not limited to): regulatory policies, guidelines or industry codes, immigration law, data protection legislation, corporation tax, income tax, capital gains tax, national insurance contributions, pension contributions and comply with all applicable tax obligations in connection with the supply of the Services.

6.2 MANHATTAN'S TOP BROKERAGE FIRMS BY SALES VOLUME: Economic and financial standing

***** IMPORTANT *** Tenderer must provide real estate brokerage services with a brokerage firm licensed in the State of New York, with one or more offices located in Manhattan, and whose total sales volume for 2023 in Manhattan exceeded \$50,000,000.00.¹**

This requirement is aimed at selecting brokers and brokerage firms with the experience, client portfolio, international network and prestige to manage the sale of a luxury property such as that of the Property.

Evidence: "ENVELOPE A" MUST CONTAIN: Any type of documentation supporting the broker or brokerage firm's 2023 total sales volume.

6.3 INDIVIDUAL BROKER OR ASSOCIATE BROKER: Technical and professional ability (past deals and active listings)

¹ Includes **Manhattan residential sales** homes with no commercial component recorded in the New York City register in 2023. Firms that work exclusively for a developer are not counted. Only sell side deals are counted.

In addition to the broker or brokerage firm criteria listed in Section 6.2 above, and in **Annex 2**, each Tenderer must prove that he or she, **individually** (and not in the aggregate with any other individual, or sales team), has the necessary experience to perform the Services, by providing a **reference** list of works, meeting the following criteria and supported by the indicated documents.

Technical experience and professional capacity or experience criteria (**minimum** level):

***** IMPORTANT *** Working either with a buyer or seller, the individual Tenderer must have closed in New York City at least two (2) sales, each in excess of USD 5,000,000.00, since January 1, 2022. The reference sales must demonstrate the candidate's experience in the luxury real estate market.**

Tenderers must have sufficient technical and professional capacity to enable them to perform the Listing Contract in compliance with the provisions therein, taking into account its value and scale. All submissions in this ITT will be reviewed for completeness of the requirements. The Mission reserves the right in its sole discretion to reject any or all submissions in whole or in part, without incurring any cost or liability whatsoever. If any submission hereunder fails to meet a material requirement of this ITT, or if it is incomplete or, in the sole discretion of the Mission, contains false or misleading statements, it may be rejected, without incurring any cost or liability whatsoever. Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Mission shall not be responsible or liable for those costs, regardless of the conduct or outcome of this process.

Evidence: “ENVELOPE A” MUST CONTAIN: a list of closed sales since January 1st, 2022, meeting the minimum level of capacity (more than USD 5,000,000.00). The list shall include details of the property address, sales price, and days on market.

To get a higher score (see the Evaluation Criteria set out at Section 8.2 below), the Tenderer shall include in Envelope A:

- **Closed sales** (working with the seller only) above **\$4,000,000.00** since January 1st, 2019 (if any); and
- **Current “active listings”** for sale above **\$4,000,000.00**.

6.4 **General Requirements**

Any Tenderer shall:

- not 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 and 95 of the Legislative Decree 36/2023 (Italian Code of Contracts) and/or any provisions of domestic regulations on public procurement in force in the United States, the State of New York or New York City.
- not submit more than one Tender application.

- only submit one application as an individual Tenderer (and not on behalf of a sales team)
- comply with tax laws, including corporation tax, national insurance contributions and pensions, social security obligations and health and safety regulations towards the personnel employed by the Tenderer.
- consent to the processing of their personal data for the purposes of this ITT (see [Annex 3](#)).

7 TENDER COMPLETION INFORMATION AND DOCUMENTATION

7.1 Formalities

7.1.1 Under penalty of exclusion, Request to Participate and all **Annexes**, evidence and supporting documentation, must be received through the web portal/platform “Traspare” by **September 30th, 2024, at 12.00 pm (noon) ET**, in accordance with the terms set out below.

7.1.2 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.
- The Tender must be in English and drafted in accordance with the instructions set out in this ITT.

7.1.3 Any submission hereunder, including any annexes, evidence or information, must be clear, concise and complete. The Mission reserves the right to downgrade a Tenderer or exclude it from the procurement if its Tender contains ambiguities, contingency clauses or lacks clarity. Tenderers shall submit only the information necessary to respond effectively to this ITT, omitting superfluous information. Tenders will be evaluated based on information submitted by the Deadline.

7.2 Submission of Tenders

Each Tenderer must:

- submit one Tender through the web portal/platform “Traspare”;
- meet the Mission's tender requirements established in this ITT, operating as a standalone offer and not depend on other offers or other factors external to the Tender itself.

Should changes occur with respect to what is reported in the Tender, the relevant Tenderer must promptly communicate them to the Mission. The Mission reserves the right to disqualify any Tenderer who fails to properly notify the Mission. Tenderers are also reminded of the eligibility requirements referred to in Section 6 above which apply at all times to the procurement procedure. In particular, the provisions referred to 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 and 95 of Legislative Decree 36/2023. Any change in a Tenderer's eligibility requirements must be immediately notified to the Mission in writing and may result in the Tenderer's disqualification from any further stage of the procurement process.

7.3 Grounds for Exclusion

Any application from the Tenderer that arrives after the deadlines indicated in Section 5.1 above will be excluded, regardless of the extent of the delay and regardless of the date indicated in the application.

Any Tenderer who, following the verifications carried out by the Mission, has found itself in violation of any of the provisions referred to in Article 57 of the EU Directive/24/2014, Articles 94 and 95 of the Legislative Decree 36/2023 and any similar provision provided for by local legislation, will be excluded.

The Mission reserves the right to verify, at any stage of this ITT, that the Tenderer is compliant with all the requirements set out in Section 6 above: technical and professional ability, economic and financial standing, and general requirements.

7.4 Subcontractors; No Assignment

No portion of the Services may be subcontracted or assigned, without the Mission's prior written consent. Any purported subcontracting or assignment of the Services without the Mission's express written consent shall be null and void *ab initio*.

7.5 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issuance, neither the Mission, 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 disclaimer extends to any liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its annexes), and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer.

If a Tenderer proposes to enter into the Listing Contract with the Mission, it must rely on its own inquiries and on the terms and conditions therein (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither this ITT, nor any of the information contained in it, should be regarded as a commitment or representation on the part of the Mission (or any other person) to enter into a contractual arrangement. The Mission reserves the absolute right to accept any Tender or to reject any or all the Tenders at any time prior to contract award.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure that the Mission has correct and accurate information to conduct the evaluation and award scores. Incomplete, evasive, unclear, or conditional Tenders may be penalized in the evaluation of any submission hereunder and may, at the discretion of the Mission, be considered as a rejection by the Tenderer of the terms and conditions set out in this ITT.

7.6 Confidentiality

All information supplied by the Mission 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 meetings, any list of Tenderers), whether in writing or verbally, is supplied on condition that it shall be kept confidential by the Tenderer; it must not be used other than as required for this ITT, or copied, reproduced, distributed or passed to any other person or entity at any time (except to professional advisors or subcontractors for the sole purpose of submitting a Tender), unless the information is already in the public domain or the disclosing party expressly consents to its disclosure.

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 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 no. 36/2023 (Italian Public Contract Code) and Articles 22 to 24 of Law no. 241/1990.

7.7 **Publicity**

No publicity regarding the Services or the award of any tender contract, Listing Contract or Purchase Agreement will be permitted unless and until the Mission has given prior express written consent to the relevant communication.

Notwithstanding the foregoing, upon execution of the Listing Contract, the Mission will authorize the Awarded Tenderer to put a description of the Property in the MLS/Internet.

7.8 **Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisors to influence the 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, or guarantor.
- 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.
- Except as permitted in this ITT, contact the Mission or any employees or agents of the Mission in relation to this procurement.
- Offer, promise or give any person working for or engaged by the Mission a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this ITT and/or the procurement process.
- Attempt to obtain information from any of the employees or agents of the Mission 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, his/her employees and advisors, and the Mission, its employees, and advisors. Tenderers must prevent, identify, and remedy any conflicts of interest 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 sole discretion of the Mission.

Dual agency arrangements at the brokerage level will not necessarily constitute an insurmountable conflict of interest but must be fully disclosed in the ITT submissions so that the arrangement can be properly evaluated.

7.9 **Reservation of Rights**

The Mission reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice given by the Mission.
- 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 a material misrepresentation or of negligently providing misleading information or withholding material information in this ITT, expression of interest, the TI, the ARD 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 the procurement 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.

7.10 **Costs of Participation**

The Mission will not be liable for any costs related to participation in this ITT, such as, any expenditure, work, or effort incurred by any Tenderer, including if the procurement process is terminated or amended by the Mission.

8 TENDER SELECTION PROCESS AND EVALUATION MODEL

8.1 First Stage Selection Process

After the expiration of the Deadline for the submission of the documentation for the First Stage, a special committee will meet to verify the completeness and regularity of the documentation submitted by the Tenderers and whether they meet the specified requirements contained in this ITT. The committee will also check that no joint Tenderers have applied individually without the proper disclosures 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, after completion of the First Stage, the committee will make a list of the eligible Tenderers and of those who will be excluded, specifying the relevant reasons for exclusion.

The Mission may request clarifications, additions, and 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 Mission shall constitute grounds for exclusion.

If the number of eligible Tenderers is more than ten (10), the Mission will select and award the **ten (10)** Tenderers based on the highest score obtained using the evaluation criteria set out at Section 8.2 below.

Upon completion of the evaluation process, the Head of Project on behalf of the Mission will send a notification of the outcome of the First Stage to all participating Tenderers. And all eligible Tenderers who are selected at the end of the First Stage will be invited to participate in the Second Stage under the restricted procedure pursuant to Article 28 of Directive 2014/24/EU.

8.2 Evaluation Criteria

If, after evaluation of the applicable documentation upon completion of the First Stage the eligible Tenderers are more than ten (10), the Mission will use the Evaluation Criteria to narrow down the Tenderer participation in the Second Stage to no more than ten (10) participants.

8.3 The Tender Evaluation Model showing the evaluation criteria and scores attributable to each eligible individual Tenderer (collectively, the “Evaluation Criteria”) is set out in the table below. The maximum total score is 10 points.

Score	Evaluation Criteria	Means of Evaluation
Up to 2 points	Financial	Exceeding the Tender’s minimum requirement of \$50,000,000 brokerage total sales volume for 2023 in Manhattan ²

² Closed sales based on publicly available listings and data. Includes **Manhattan residential sales** homes with no commercial component recorded in the New York City register in 2023. Brokers that work exclusively for developers will be excluded from this calculation. Only sell side deals are counted.

		*0.1 point is allocated every \$10,000,000 of total sales volume above the minimum of \$50,000,000, up to 2 points for \$250,000,000+ total sales volume
Up to 5 points	Professional	Exceeding the Tenderer's minimum of two (2) closed sales, each in excess of \$5,000,000: Additional closed sales – each in excess of \$5,000,000 – since January 1 st , 2022 (working with a buyer or seller) *1 point is allocated for each additional closed sale, up to 5 points for 5+ closed sales
Up to 2 points	Professional	Broker's closed sales (representing only a seller) above \$4,000,000 since January 1 st , 2019. *0.2 point is allocated for each closed sale, up to 2 points for 10+ closed sales
Up to 1 point	Professional	Broker's current "active sale listings" above \$4,000,000. *0.2 point is allocated for each active listing, up to 1 point for 5+ listings

9 DATA PROTECTION

The processing of the data received, which constitutes a condition of participation in this ITT, will take place only for the purposes set out in this ITT and in compliance with (EU) Regulation 679/2016 and other current regulatory provisions, and any applicable U.S. federal, New York State and New York City laws.

Pursuant to Art. 13 (EU) Regulation 679/2016 on the processing of personal data and on the free circulation of data in order to protect the fundamental rights and freedom of individuals, the Mission provides the relevant information in [Annex 3](#) (Privacy Notice).

It should be noted that the processing of personal data will be based on lawfulness and correctness in full protection of the rights of the participants and their privacy. The same data will be kept in the records of the Permanent Mission of Italy and of Ministry of Foreign Affairs and International Cooperation for administrative and accounting control purposes only and, in any case, for a time not exceeding what is necessary for the purposes of collection and processing.

10 DEFINITIONS

- **Administrative Documents:** means all documents required to be included in the Request to Participate, Envelope A, i.e. (1) Tender's Information; (2) Sole Requirement Document; and (3) Privacy Notice.
- **Admission Requirements Document:** *See Annex 2*
- **Associate Broker:** means the holder of a real estate broker license in the State of New York who works under the name and supervision of another holder of a real estate broker license in the State of New York pursuant to Section 12A of the New York Real Property Law.
- **Awarded Tenderer:** means the individual, who after conclusion of the Second Stage, is awarded the Tender to perform the Services.
- **Commission Proposal:** means Tenderer's proposal to the Mission for the payment of the Services, which shall be expressed in USD and shall not exceed USD 975,000.00 (5% of the actual sale price of the Property).
- **Corte dei Conti:** means the Italian Republic's auxiliary body that exercises preventative control over the legitimacy of Italian government measures and must approve the Purchase Agreement prior to closing of sale of the Property.
- **Eligibility Requirements:** means the requirements for any individual wishing to participate in this ITT as set forth in Section 6.
- **Envelope A:** means the administrative dossier to be submitted to the Mission through Traspare in the First Stage (Selection Process) containing the Administrative Documents.
- **Envelope B:** means the technical dossier to be submitted to the Mission through Traspare during the Second Stage (Tender Stage) containing the Tenderer's Marketing Plan.
- **Envelope C:** means the economic dossier to be submitted to the Mission through Traspare during the Second Stage (Tender Stage) containing the Tenderer's Commission Proposal.
- **Evaluation Criteria:** shall have the meaning ascribed in Section 8.3.
- **First Stage (or "Selection Stage"):** shall have the meaning ascribed in Section 2.
- **Invitation to Tender ("ITT"):** means the invitation to all eligible individual tenderers to participate in this restricted tender procedure pursuant to article 28 of Directive 2014/24EU of the European Parliament and of the Council of 26 February 2014 on public procurement.
- **Invitation to Tender Letter:** means the notification from the Mission to those eligible Tenderers who are invited by the Mission to participate in the Second Stage (Tender Stage).
- **Listing Contract:** means the contract, which upon completion of the Second Stage (Tender Stage), shall be executed by the Awarded Tenderer and the Mission setting

forth the rights, duties, and obligations of the parties with respect to the Services (the Mission will provide the Listing Contract in the Second Stage).

- **Marketing Plan:** means Tenderer's plan for marketing and selling the Property, which plan shall include, but not be limited to, market research, unique selling positions, market strategies, market strategy implementation, timetable and, advertising plans.
- **Mission:** means Permanent Mission of Italy to the United Nations – New York.
- **Privacy Notice:** *See Annex 3*
- **Property:** means a one-family townhouse, located at 16 East 76th Street, New York, New York 10021, owned in fee simple by the Mission.
- **Purchase Agreement:** means the contract to sell the Property, by and between the Mission, as Seller, and the prospective buyer of the Property.
- **Real Estate Broker:** means the holder of a real estate broker license in the State of New York pursuant to Section 12A of the New York Real Property Law.
- **Request to Participate:** means the formal submission through Traspare of documentation to participate in the First Stage (Selection Stage) of the ITT.
- **Second Stage (Tender Stage):** shall have the meaning ascribed in Section 3.
- **Seller:** means the Mission.
- **Services:** shall have the meaning ascribed in Section 1.4.
- **Tender:** means this restricted tender procedure for real estate brokerage services for the sale of the Property.
- **Tenderer:** shall have the meaning ascribed in Section 1.3.
- **Tenderer's Information:** *See Annex 1*
- **Timetable:** means the timetable applicable to this ITT, as set forth in Section 5.
- **Traspare:** means an Online Services Platform for eProcurement in accordance with Article 7, c. 7-ter, of Ministerial Decree dated 2 November 2017 no. 192/2017: *See Annex 4*

11 GOVERNING 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 the laws of Italy, in compliance with the laws of the jurisdiction where the Property is located.

Any and all disputes shall be exclusively brought in the state courts of the State of New York, New York County or the federal courts sitting in the City of New York, New York County where the Property is located, and by participating in this ITT, any participant hereby expressly and irrevocably submits the person to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this ITT. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary to confer jurisdiction upon the person of Purchaser in any such court.

Nothing in this tender notice may be interpreted as an express or implied waiver of the immunities granted to the Permanent Mission of Italy to the United Nations by international law.

New York, 23/08/2024

for and on behalf of the Mission of Italy,

The Head of Project
dott. Eugenio BOLDRINI

The Permanent Representative of Italy
to the United Nations - New York
Amb. Maurizio MASSARI