



Sydney Office

Sydney, 11/01/2021

**Re: Selection of economic operators for amounts below 40,000.00 euros, for the supply of General Office Services to the Italian Trade Agency in Sydney – January/December 2021.**

The Italian Trade Agency in Sydney-trade promotion section of the Italian Embassy intends to initiate a negotiated procedure for the acquisition of the above-mentioned services, in compliance with the principles of non-discrimination, equal treatment, fair competition, rotation and transparency, through the preliminary identification of companies who possess the necessary professional competence and who are interested in submitting a proposal.

This procedure is carried out pursuant to art. 36, paragraph 2, let. a), art. 80 and 83 of Italian Legislative Decree 50/2016 as emended by Legislative Decree 192/2017, art. 7, paragraph 2, let. a), in conjunction with the Guidelines n. 4 issued by the Italian Authority ANAC and referring to “Procedures for the awarding of public contracts for the amount below the EU threshold relevance, market survey and training and management of lists of economic operators” (Resolution n. 1097 of 26th of October, 2016), and as regards D.Lgs 56/2017.

**1. CONTRACTING AUTHORITY**

Italian Trade Agency (ITA), located on Level 19, 44 Market Street, Sydney NSW 2000.  
The person responsible for this procedure is Paola De Faveri, Trade Commissioner.

**2. DESCRIPTION OF REQUESTED SERVICES**

The Services requested are the following:

- 2021 Office supplies (stationary)
- 2021 IT Services
- 2021 National & International Courier
- 2021 All Risks & Public Liability Insurance

**3. DURATION AND VALUE OF CONTRACT OF SERVICES:**

The duration of the agreement is one year starting from January, once the requirements have been verified and the contract has been signed, to 31<sup>st</sup> of December 2021.

The maximum available budget allocated for following services is:

- 2021 Office supplies (stationary): Au\$ 1,260
- 2021 IT Services: Au\$ 2,206
- 2021 National & international Courier: Au\$ 1,500
- 2021 All risks & Public Liability Insurance: Au\$ 2,836

Your quotation must be **equal** or **lower** with respect to such amount, and must include all applicable taxes, charges and fees to perform each service.

#### 4. EVALUATION CRITERIA

The contract will be awarded to the **lowest offer**, provided that the proposal is submitted in accordance to the requirements and services set in this EOI.

In case of very similar or identical offers, the following elements will be taken into consideration: terms of payment; terms of delivery; extra discounts applied.

#### 5. REQUIREMENTS TO PARTICIPATE

Companies interested in submitting a proposal will have to meet the following requirements:

- 1- be located, authorized and licensed to do business in Australia
- 2- enrol in ITA's Suppliers Register ([www.ice.it/en/markets/australia/register-suppliers](http://www.ice.it/en/markets/australia/register-suppliers))
- 3- possess the necessary qualifications, in full compliance with local laws
- 5- be of sound economic and financial status.

#### 6. HOW TO SUBMIT A PROPOSAL

The EOI and the proposal, signed by your legal representative, under penalty of exclusion must be sent by email to: [sydney@ice.it](mailto:sydney@ice.it) no later than 14:00 of the closing date 25/01/2021, clearly indicating in the subject: "2021 Good and Service Expression of Interest".

You are also required to send: Company profile; Statutory Declaration signed by a legal representative; ID of legal representative; list of similar nature projects performed, with related images. Please note:

- EOI and proposals received after the deadline will be excluded.
- Incomplete-offers will also be excluded. A proposal is deemed to be incomplete if it does not comply with the terms of this tender.
- ITA is not liable for any cost incurred in the preparation of the proposal.
- This notice is a survey, and does not constitute a contractual proposal.

The Trade Commissioner will evaluate all valid proposals and notify the selected company by 27/01/2021. The contract will come into effect once signed by both ITA and the awarded company.

#### 7. CONFIDENTIALITY & PRIVACY

The Awarded Supplier agrees to consider all information, concepts, ideas, procedures, and/or technical data provided during the execution of the services herein as confidential and covered by the obligation of professional secrecy, and must adopt all measures that ensure the safe processing of personal data. The awarded Supplier will not disclose, communicate or disseminate the data acquired through its contractual duties nor will it use it to promote or market its own services.

ITA guarantees the confidentiality of the data and information contained in the documentation submitted by the Supplier. ITA's personal data processing is in accordance with Regulation (EU) 679/2016 and are processed by automated means for institutional, administrative and accounting purposes. The writing Agency is the data controller. For further information regarding your personal data processing, please visit ITA website: <https://www.ice.it/en/privacy>



ITALIAN TRADE AGENCY

## 8. ADDITIONAL CLAUSES THAT WILL BE INCLUDED IN THE CONTRACT

**TERMINATION CLAUSE.** In the instance of a further check on the requisites declared/certified by the provider which would find such requisites not to be true, ITA will proceed with the annulment of the contract. In such case, ITA will pay the amount agreed only for the part for the service which has already been rendered in the limits of what has been utilized, and will apply a penalty of a minimum of 10% of the value of the contract.

**PENALTIES.** ITA reserves the right to apply a penalty for each one-day delay in the delivery terms for each single service, equal to 10% (ten percent) calculated on the value of the delayed service, not including claims for larger damages, if any. Any delay in the delivery terms authorized by ITA will not incur in penalties.

**TERMS OF PAYMENT.** Payments will be made by electronic fund transfer and settled within 30 days from the date of the invoice.

**TRANSFER OF SERVICE.** It is forbidden to transfer the requested service. Any resort to subcontractors which is deemed essential to provide portions of it remains full responsibility of the Supplier, and their performance will be strictly in accordance with the terms of this agreement.

**RULES OF CONDUCT.** In the execution of the contract, the Supplier undertakes fully respect to the Code of Conduct adopted by ITA. A copy of the Code is available at [www.ice.it](http://www.ice.it) "Amministrazione Trasparente" (Transparent Administration) – "Disposizioni generali" (General provisions) – "Atti generali" (Acts of general application) - "Code of Conduct".

**WHISTLEBLOWING.** Pursuant to art. 54-bis, paragraph 2 of Italian Legislative Decree 165/2001 (amended by Italian Law no. 179/2017 "Provisions for the protection of the authors of reports of crimes or irregularities of which they have become aware in the context of a public or private employment relationship"), individuals and companies supplying goods or services to ITA may report any "illegal conduct" of which they have become aware in the context of the contractual relationship. The reports are managed in total confidentiality, by accessing our website [www.ice.it](http://www.ice.it) – "Whistleblowing" section.

**COMPETENT JURISDICTION.** In case of dispute between the Italian Trade Agency and the Appointed Contractor, the Court of Law of New South Wales will be the competent jurisdiction.

Any request for clarifications must be sent via email to: [sydney@ice.it](mailto:sydney@ice.it).

We look forward to receiving your offer.

Best regards,

Paola De Faveri  
Trade Commissioner  
(signed in original)

