

ANNEX A

To: The Italian Trade Agency (ITA)

Athens Office

10680, Didotou 9 Athens

Email: atene@ice.it

(to be written on company headed paper and returned via email to atene@ice.it by 23.59 UTC+2 of 31th July 2025)

The total estimated amount for the required services will not exceed **Euro 35.000,00** (Thirty-Five thousand euro and 00/100 cents).

In relation to the **MARKET SURVEY NOTICE n. 1 issued by the Italian Trade Agency in Athens - Desk in Malta**, presents its best offer below for the following services:

Service of Temporary Employment Agency – Employee payrolling services in favor of the ITA-Italian Trade Agency, Athens Office at the Malta Desk

TEMPLATE FOR AGENCIES

ANNEX A – TECHNICAL AND FINANCIAL OFFER TEMPLATE

To: ITA - Italian Trade Agency Athens Office - Desk Malta c/o Italian Embassy of Malta [5 Vilhena Street, Floriana, FRN 1040, Valletta, Malta]

SUBJECT: Request for Quotation (RFQ) for the provision of Temporary Agency Work services.

The undersigned _____, born in _____ on __/__/____, in his/her capacity as Legal Representative / authorised signatory of the economic operator:

Company Name: _____

Registered Address: _____

VAT Registration Number: _____

Company Registration Number: _____

Official Email Address (for communications):

With reference to the procedure in subject, and being fully aware of the legal consequences of making false declarations, hereby



DECLARES AND UNDERTAKES THE FOLLOWING:

1. To have carefully reviewed and unconditionally accepted all the terms and conditions contained in the tender documentation (RFQ, Technical Specifications, Draft Contract, and any other annex).
2. To be in possession of a valid license to operate as a Temporary Work Agency in Malta, in accordance with the **Employment and Industrial Relations Act (EIRA) - Chapter 452 of the Laws of Malta** and subsidiary legislation (e.g., L.N. 461 of 2010, Temporary Agency Workers Regulations).
3. To commit, in case of award, to apply to the temporary agency worker the economic and normative conditions stipulated by the relevant Maltese **Wage Regulation Order (WRO)** or, where not applicable, by the EIRA, as specified in the Technical Specifications.
4. To commit to providing the service in full compliance with all technical and operational requirements described in the Technical Specifications document.
5. To hold this offer valid and binding for a period of **180 (one hundred and eighty) days** from the submission deadline.
6. That the official contact person for this procedure is: [Name, email, phone number].

AND SUBMITS THE FOLLOWING TECHNICAL AND FINANCIAL OFFER

SECTION 1 - TECHNICAL OFFER (SERVICE DESCRIPTION)

The economic operator shall briefly describe its proposed methods for delivering the service, with particular reference to the following points:

1.1 Recruitment and Selection Methodology: *(Describe the process for sourcing and screening candidates, e.g., search from internal database, public advertisements, type of interviews conducted, skills assessments, etc.)*

1.2 Candidate Presentation Timeline: *(Indicate the number of working days required to present a shortlist of suitable candidates following the request from the Contracting Authority)* Estimated working days:_____

1.3 Personnel Replacement Policy: *(Describe the procedure and timeline for replacing the worker in case of prolonged absence, resignation, or unsatisfactory performance during the probationary period)*_____

SECTION 2 - FINANCIAL OFFER

With reference to the requested professional profile: **[Trade Analyst]**

A) BREAKDOWN OF THE EMPLOYEE'S HOURLY COST (NOT SUBJECT TO DISCOUNT) It is understood that the hourly cost of labour, calculated by the Contracting Authority based on the applicable Maltese legislation, is fixed as follows and is **not subject to discount** to guarantee the worker's full legal entitlements.

Cost Component	Hourly Value (€)
Basic Hourly Wage (as per applicable WRO / National Minimum)	€ [_____]
Employer's Social Security Contribution (SSC)	€ [_____]
Pro-rata share of Statutory Bonuses & Allowances	€ [_____]
Pro-rata share of annual Leave Entitlement	€ [_____]
TOTAL HOURLY LABOUR COST	€ [_____]

B) AGENCY FEE (SUBJECT TO COMPETITION) The economic operator hereby offers the following percentage fee (agency mark-up), to be calculated on the total hourly labour cost detailed above. This fee is inclusive of all overheads, administrative costs, and the company's profit.

Offered Agency Fee: _____ . _____ %
(please use two decimal places)

C) SUMMARY OF THE FINAL FINANCIAL OFFER Based on the above, the final financial offer is as follows:

Component	Value
Total Hourly Labour Cost (A)	€ [repeat value from table A]
Offered Agency Fee (B)	[repeat percentage offered] %
Hourly Cost of Agency Fee (A x B)	€ _____
TOTAL HOURLY RATE FOR ITA Athens (without VAT given that our Agency is an Italian tax entity with diplomatic status)	€ _____
Total Estimated Contract Value (Total Hourly Rate x [Insert total estimated hours])	€ _____

Place and date.....

For the company:
(The Legal Representative)

(legible signature)

"Rules of conduct of contractors and/or staff of the contractor/concessionaire"

In the execution of the contract/assignment/agreement, the trader/ professional/ contractor undertakes to fully respect the Code of Conduct adopted by the ICE - Agency (Italian Trade Agency) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 249 on 27 March 2015. The Code of Conduct and Disciplinary procedures of the ICE – Agency is available on the website www.ice.gov.it – at the section "Transparent Administration" - "General Provisions" - "Acts of general application". For any breach of obligations under the Code, if the same is considered serious, the ICE - Agency will have the option to terminate the contract.

"Anti Pantouflage Regulation"

I declare as stated in art 53, paragraph 16 of d.LGS n.163/2006
not to have appointed any professional assignment to former Italian civil servant that terminated their work contract with the Italian Trade Agency from less than three years and who had in the last three years of service authoritative or negotiating powers as stated in art 53 , paragraph 16 of d.LGS n.163/2006

or

to have appointed professional assignment to former Italian civil servant that terminated their work contract with the Italian Trade Agency from less than three years and who had not in the last three years of service any authoritative or negotiating power as stated in art 53, paragraph 16 of d.LGS n.163/2006

or

to have appointed professional assignment to former Italian civil servant at least three years after they terminated their work contract with any Italian Public Administration therefore respecting the rule stated in art 53, paragraph 16 of d.LGS n.163/2006
As stated in the art 53, paragraph 16 of d.LGS n.163/2006, aware of the penal responsibility in the event of misrepresentation of truth or incorrect or false information, this statement has been signed on 53, paragraph 16 of d.LGS n.163/2006

"Whistleblowing"

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree no. 165/2001, as amended by Law no. 179/2017 concerning "Provisions for the protection of persons who report unlawful activities or wrongdoing based on information acquired in a public or private work-related context", the suppliers of goods or services to the Italian Trade Agency - ICE are also entitled to report any unlawful conduct or wrongdoing of which they have learnt within the context of the contractual relationship. The reports, which are kept fully confidential, are managed through an IT application available on the Italian Trade Agency - ICE website - "Whistleblowing" section, at <https://www.ice.it/it/en/whistleblowing>.

All data above mentioned are requested by Law solely for the actual procedure for which they are requested and will be used solely for this purpose.

Please attach copy of valid ID of person signing this statement.

Stamp and Signature

"INTEGRITY PACT"

Concerning the tender for

.....
between the Italian Trade Agency for the promotion and internationalization of Italian
businesses abroad and the Company

.....
(hereinafter referred to as the "Company"), with registered offices at the
address.....

.....
tax code/VAT No....., represented by

.....
in the capacity of

This Pact, duly signed, is produced under penalty of exclusion, together with the documents for participating in the procedure in question and constitutes an integral part of the contract that will be signed at the conclusion of this procedure.

1. This Integrity Pact establishes the mutual and formal obligations of the Italian Trade Agency (hereinafter "ITA") for the promotion and internationalization of Italian Businesses as party of the first part and participants in the award procedure in question as party/parties of the second part. Under these obligations, they must conduct their activities in compliance with the principles of integrity, transparency and fairness. They must not offer, accept or request sum of money or any other reward, advantage or benefit, whether directly or indirectly through intermediaries, for the purposes of the award of the contract and/or for the purposes of distorting the proper performance of it.

2. The undersigned Company undertakes to comply with and to ensure the compliance of its own working colleagues of all kinds, with regard to the role and activities carried out, the obligations of conduct provided by Presidential Decree no. 62 on 16 April 2013 which issued the "Regulation on the Code of Conduct of Civil Servants" and provided by the resolution of the Board of Directors no. 402 of 24 January 2017, by which the current Code of Conduct of ITA Employees was adopted. To this end, the Company is aware and accepts that, for the purposes of full and comprehensive knowledge of the aforementioned Codes of Conduct, the ITA has fulfilled its reporting obligations pursuant to Article 17 of Presidential Decree 62/2013, and has ensured that these obligations are accessible by publishing them on its website www.ice.gov.it at the section "Transparent Administration" - "General Provisions" - "Acts of general application".

The Company undertakes to send a copy of the Codes of Conduct to its employees of all kinds, and to provide proof that this communication did indeed take place. Breach of obligations set out in Presidential Decree 62/2013 and Ministerial Decree of 17 March 2015 constitute grounds for terminating the awarded contract, according to the regulations of this act.

3. The undersigned Company undertakes to report to the Contracting Authority any attempts at disruption, irregularities or distortion during the phases of the award procedure by any interested party or employee or anyone in a position to influence the decisions concerning the procedure in question.

4. If awarded the contract, the undersigned Company undertakes to report to the ITA promptly any illegal request for money, services, benefits or offers of protection that are offered to a representative, agent or employee during the performance of the contract. Furthermore, the Company acknowledges that a similar obligation must be taken on by any other person who is involved, in any capacity, in the performance of the contract. The company acknowledges that such an obligation does not substitute its obligation to report to the Judicial Authority that pressure of extortion or any other form of unlawful interference was exerted. The undersigned Company is aware that if it does not notify of any attempts of criminal vexation, the contract will be automatically terminated.

5. Upon the request of the ITA, the undersigned Company undertakes to disclose all payments carried out and concerning the contract that are made to it following the award procedure.

6. The undersigned Company agrees that if the Administration ascertains any failure to comply with the anti-corruption commitments undertaken in this Integrity Pact, the following sanctions will be applied, depending on the stage when the compliance failures are established, subject to the liabilities provided by Law:

- Exclusion of the competitor from the award proceedings
- Termination of the contract
- Enforcement of the validity deposit for the offer
- Enforcement of the final deposit for satisfactory performance of the contract
- Exclusion of the competitor from the award procedures announced by the ITA for the next three years.

This Integrity Pact and the corresponding penalties will remain in force until the contract awarded following the award procedure is fully executed.

Any incidences of corruption or other types of offences, subject to each case, as provided by Articles 331 et seq. of the Code of Criminal Procedure, should be reported to the Individual Responsible for the Proceedings and to the Individual Responsible for the Prevention of Corruption at the ITA.

Any dispute regarding the interpretation and execution of this Integrity Pact between the contracting authority and the competitors and amongst the individual competitors themselves shall be resolved by the competent Judicial Authority.

Place and date.....

For the company:
(The Legal Representative)

(legible signature)

