



Riyadh Office

SUBJECT: NOTICE OF TENDER FOR THE ENTRY OF A FRAMEWORK CONTRACT, TERM OF 12 MONTHS, FOR AIRLINE TICKETS AND TRAVEL SERVICES, IN FAVOR OF THE ITALIAN TRADE AGENCY- RIYADH AND KUWAIT OFFICE

Art. 1) DESCRIPTION OF THE CONTRACTING ENTITY

The Italian Trade Agency - Trade Promotion Section of the Italian Embassy in Riyadh, (hereinafter referred to as "ITA") is the governmental agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy.

Art. 2) DESCRIPTION OF THE SUBJECT OF THE NOTICE OF TENDER

ITA is launching a tender for the conclusion of a frame contract, duration of 12 months, with a company based in Saudi Arabia (hereinafter referred to as the "Supplier") for acquiring airline tickets and travel services in Saudi Arabia and Kuwait. The purpose of this notice of tender is to encourage the participation of the highest number of potentially interested companies in order to receive the highest number of offers.

ITA reserves the right not to proceed with the services allocation that is the subject of this notice of tender if the offers received are not considered appropriate.

Art. 3) DESCRIPTION OF THE SERVICES REQUESTED

The services requested with this notice of tender consist of reservation and supply of:

1. flight tickets for domestic destinations;
2. flight tickets for international destinations;
3. train tickets for domestic destinations;
4. train tickets for international destinations;
5. bus tickets for domestic destinations;
6. bus tickets for international destinations;
7. hotel services in Saudi Arabia and Kuwait (bedroom, conference hall, restaurant and catering services, technical equipment, etc.);
8. car/bus rental services with driver in Saudi Arabia and Kuwait;
9. planning, organizing and supplying travel packages in Saudi Arabia and Kuwait for individuals and groups, meeting the specific needs of each request of ITA;
10. modifying reservations and issuing new tickets of any kind if necessary;

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11. providing solutions to unforeseen problems, for example strikes, delays, flights cancellations, etc.;
12. collaborating in organizing trips abroad and in Saudi Arabia and Kuwait for delegation of ITA;
13. providing official declaration of the presence of ITA's delegates on flights, trains, buses, hotels, car rental, etc.;
14. providing information and assistance regarding passports, travel visas, entry requirements, flight delays, cancellations, etc.;

The services mentioned above will be ordered by a "Purchase Order" signed by the Director of ITA.

Art. 4) CONDITIONS FOR THE EXECUTION OF SERVICES

4.1 The Agency **will be located in Saudi Arabia** and will ensure the following services:

- meeting the requests from the Administration as quickly as possible, taking into account the nature of each request and the time required;
- designating at least **one agent** (meeting all the requirements set forth in Art. 5, Par. 5.2d) working full time solely to meet the needs and carry out the services requested by the Administration;
- delivering and/or making available any tickets requested in Italy or other Countries, including electronic tickets;
- opening the offices Sunday through Thursday, with the following hours: from 9:00am to 1:00pm and from 2:00pm to 7:00pm;
- providing the names of the highly-qualified, Italian and English-speaking employees who will carry out all services;
- always applying the best tariffs on the market and those from special agreements, if any;
- activating a customer number for assistance – **a toll-free number accessible also from Italy** - to handle after hours requests for the dedicated desk in the winning agency's offices on holidays and on the day before holidays, in order to take care of emergencies or special requests;
- providing the Administration with analytical statistics on the purveyance of services;
- issuing and delivering all types of air tickets.

The Agency will provide all the services set forth herein, using its own technical equipment and without charging the Administration for additional costs in connection with the purchase, rental and maintenance of the devices used for bookings and ticketing.

4.2 The Agency will guarantee the best possible terms, which the Administration will have the right to review.

Art. 5 FURTHER OBLIGATIONS OF THE TRAVEL AGENCY

5.1 The Agency must be familiar with and know all the general factors affecting prices, contractual conditions and purveyance execution. This is necessary in order to acquire all data and elements required to submit a fair a profitable quote for the ITA Agency.

5.2 In particular, the winning Agency must:

- a. identify the best and most convenient travel itineraries with respect to the destinations requested, in addition to executing bookings and issuing tickets;
- b. allow for the analysis of data to maximize savings and develop the in-house management control, making statistical data available to the Administration;
- c. provide the services set forth in this document, through its own means and organizational structures, as provided by Articles 2, 4 and 5 of these tender specifications;
- d. use its most reliable and experienced employees to execute the services requested; said employees must be fully available in the hours requested, must meet the technical and professional requirements of the law and need to have worked at least **three** years in the travel business;
- e. must have **at least one phone line dedicated** to the Administration for the execution of the services for the Administration;
- f. detect and take care of any issues that might arise during the execution of services.

5.3 The Agency must indicate at least 3 travel options.

5.4 Moreover, the Agency must propose computerized ways to simplify ticketing and improve service in terms of time and quality, without additional costs for the Agency nor any obligation to accept them.

Art. 6) SUPPLIER SELECTION PROCEDURE

The frame contract will be stipulated by direct negotiations. For the evaluation of the offers regarding this notice of tender, **ITA** will proceed with using the most appropriate criteria. The most appropriate criteria is meant to be the most convenient economic condition offered and indicated by the Supplier in Annex A. The most convenient economic condition is meant to be the one which will represent the lowest cost for ITA in terms of discount or commission.

Art. 7) ESTIMATED BUDGET FOR THE SERVICES

The maximum expenditure ceiling that can be incurred by **ITA** during the 12 months of validity of the frame contract is € 139,000.00 (Euro one hundred and thirty nine thousand/00), + VAT and any other applied taxes, duties, etc. and it includes the total amount of the services rendered (travel documents, voucher for hotels and ancillary services provided, etc.) to **ITA**, all agency commissions and all costs included. For the calculation of the maximum expenditure ceiling, ITA will convert

every single amount paid to the Supplier, applying ITA monthly accounting exchange rate.

ITA is not, however, obliged to guarantee this amount, since the use of the services requested from ITA is conditioned by factors preventing a prior precise quantification.

The amount of the frame contract in the period indicated could therefore be subject to reduction, taking into account the real travel needs and available budget.

Therefore, no compensation will be provided if the total amount of expenditure would be lower than € 139,000.00 (Euro one hundred and thirty nine thousand/00).

Art. 8) PERIOD OF VALIDITY OF THE FRAME CONTRACT

The frame contract will be valid for 12 months, from the signing date. It is scheduled from 1 January to 31 December 2025. At the expiration date, its effects will cease automatically, without any notification between the parties, without tacit renewal.

The duration of the current frame contract may be modified for the time strictly necessary for the identification of the new contractor. In that case, the contractor is required to provide and maintain the services covered by the frame contract - or more advantageous - in terms of prices, agreements and conditions or even improve them.

The calendar that shall be used for this notice of tender is the Gregorian one.
The calendar that shall be used for the following eventual frame contract is the Gregorian one.

Art. 9) CONDITIONS REQUIRED FOR THE PRESENTATION OF AN OFFER

1. Suppliers interested in submitting an offer have to undertake the following items:
 - Annex A (the offer) has to be filled up and emailed riyad@ice.it;
 - communication in English;
 - respect the agreed delivery times;
 - the offer must contain the economic conditions of the services indicated in Art. 3;
 - utilize for the execution of the services competent and capable staff, in terms of the technical and professional aspects and with at least three years of experience in the respective sector;
 - the Supplier employees have to be covered by liability insurance;
 - to have a valid license to operate as a Travel Agency which should be in full compliance with local laws and regulations.
2. Before signing the frame contract, the selected Supplier has to register to ITA Supplier list and provide the required documents requested. ITA Supplier list

regulation at the following link: <https://www.ice.it/en/markets/saudi-arabia/vendors-registration-portal> (See enclosed registration manual).

3. Provide a valid license to operate as a Travel Agency which it should be in full compliance with local laws and regulations.
4. The selected Supplier has to guarantee the following operating modalities for each single request of service of ITA during the period of validity of the frame contract:
 - every single offer shall be in Saudi Riyal.
 - every single offer shall include, when possible, at least three different options of all services indicated in Art. 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8;
 - every single offer shall include the most advantageous rates on the market and those resulting from special agreements, if they exist;
 - respond to requests from ITA, according to the timing mentioned in the following eventual frame contract;
 - ensure an effective and transparent cancellation policy, date changes and no-show including refunds and related penalties of the services indicated in Art. 3;
 - assign at least one employee to carry out the services requested by ITA.
 - in case the services indicated in Art. 3 are not issued electronically, deliver a paper version.

Art. 10) METHODS OF PAYMENTS

In consideration of the services provided by the Supplier, ITA will pay the agreed compensation, upon presentation of a regular invoice as follows:

- The invoices should be in Saudi Riyal
- Payments for services provided during the period of validity of the frame contract will be made on presentation of an invoice - indicating the number of the order, the CIG (ITA identification code of the call for tenders) and the title of the project –sent to: ITA - Italian Trade Agency – Trade Promotion Section of the Italian Embassy in Riyadh, MJPH+3G8, Al Safarat, Riyadh 11693 Saudi Arabia.
- Within 5 working days ITA will verify the regular performance of the services rendered (the service is considered regularly performed when is completely provided, such as the trip is done, the hotel is checked out, the flight is done, etc.) and will send an email to the Supplier asking to issue the invoice. The Supplier should date the invoice and send it to ITA, only after receiving the above-mentioned email.
- ITA will make the payment within 10 working days from receiving the invoice.

Art. 11) PENALTIES

1. Any delay of the Supplier on executing the agreed tasks (except for force majeure intended as events beyond the control of the Supplier) will result in a fine of 0.5/1000 of the net amount of the contract for each day of delay.
2. Should the Supplier not comply in carrying out the tasks within the terms and conditions of the contract, ITA will notify the non-fulfilment in writing, providing, if possible, the indications aimed at making the contract compliant with the non-fulfilled dispositions, and allowing the Supplier to submit any potential documentation supporting their position. Failing to submit adequate explanations, the Supplier is required to follow the indications given by ITA and, if not executed within the indicated terms, a penalty will be applied as point 1.
3. The request or the payment of the penalty doesn't exonerate in any case the Supplier from the obligation to fulfil the tasks agreed by the contract.
4. Should the amount of penalties determined by this article reach 10% of the net value of the contract, or in any other case where any Supplier's non-fulfilment should arise during execution which causes a significant damage to ITA, ITA can rescind the contract due to severe non-fulfilment from the Supplier. In this case, ITA may claim compensation for the suffered damage. The Supplier will compensate ITA for all the higher expenses sustained by ITA in order to appoint a third party to complete the task.
5. In the case of a subsequent verification of the actual possession of the self-declared/certified requirements by the Supplier, if these are found to be inadequate, ITA will proceed with the termination of the contract. In this case, in addition to termination, ITA will provide the payment of the agreed fee exclusively for the part of the service already performed and within the limits of the utility received with the application of a penalty of no less than 10% of the contract value.

Art. 12) EXCLUSION CONDITIONS

Suppliers which find themselves in the following conditions cannot express their interest: Conviction with final sentence due to the provisions contained in the Saudi and Italian legislations for one of the following causes:

1. participation in a criminal organization
2. corruption
3. fraud
4. money laundering and criminal activity
5. minor child labor and other forms of human trafficking
6. if the Supplier has not complied with the obligations relating to the payment of taxes or social security contributions and if this has been established by a decision of judiciary or the government having final and binding effect based on the Saudi and Italian legislations.

Art. 13) TERMS AND CONDITIONS FOR PRESENTATION OF OFFERS

This notice of tender is published on the website of ITA <https://www.ice.it/en/markets/saudi-arabia/riyadh> for at least 15 calendar days from the publication date.

The offers - established according to the model shown below (Annex A) and taking into account the information contained in this notice of tender – must reach ITA by email riyad@ice.it by **November 30, 2024**, also enclosing:

- a document indicating the legal representative of the company allowed to sign the frame contract;
- a copy of a national identification card of the signatory of the offer;
- a company profile.

Offers are not accepted if they:

- are conditioned;
- are not clearly accepting all its contents and the required conditions, which create misunderstandings about ITA's desire to fully respect all the above-mentioned conditions;
- do not contain the necessary information required in this notice of tender;
- increasing price offers or multiple offers.

Each Supplier must participate by submitting only one offer.

Art. 14) ITA CODE OF DISCIPLINE AND CONDUCT

In the individual contracts to be concluded and in the contract procedure, the contractual parties involved, namely ITA and the Supplier, are required to act in accordance with the code of discipline and conduct of the Agency. Code of Discipline and Conduct for ITA provides that both employees of ITA and its contractual partners must comply with the following principles of: accuracy, loyalty, impartiality, sincerity, as well as respect for the principles, integrity, correctness, honesty, proportionality, objectivity, transparency, fairness, common sense. In addition, making and acceptance of donations, gifts and other benefits are prohibited. In particular, contractual partners who maintain commercial relations with ITA should not make cash donations, gifts and other benefits to employees of ITA. At the same time, ITA employee is strictly prohibited from accepting such and other donations. In the event of a breach of these obligations, ITA is entitled to terminate automatically the contract and to impose the related disciplinary measures against its affected employees. The code of discipline and conduct is available on the following link:

https://ww2.gazzettaamministrativa.it/opencms/export/sites/default/gazzetta_amministrativa/amministrazione_trasparente/agenzie_enti_stato/agenzia_ICE/010_di_s_gen/020_att_gen/2014/Documenti_1389874530679/1689329645623_code_of_conduct_2023.pdf

Art.15) CONFIDENTIALITY OF OBLIGATIONS

The Supplier with which the contract will be concluded is required to keep the data and information in its possession confidential and not to disclose and use in any way for purposes other than those necessary for the execution of the contract. In

particular, it should be noted that all confidentiality of obligations will be respected even in the event of the breach of the existing relationship with ITA. The Supplier is responsible for exact compliance with the aforementioned confidentiality obligations on the part of its employees and consultants. In the event of non-compliance with confidentiality obligations, ITA has the right to automatically terminate the contract, it is understood that the contracting party will be required to pay compensation for any damage that may occur to ITA.

Art. 16) PROCESSING OF PERSONAL DATA

The data collected will be processed, in accordance with decree D.lgs. June 30 2003, n. 196, and of the European Regulation n. 2016/679 ("GDPR"), exclusively within the procedure referred to this tender of notice.

It should be noted that this notice of tender has to be exclusively understood as an invitation to submit an offer under the procedure in question and therefore, does not entail any obligation by ITA towards the participant companies' interests and no offer may under any circumstances give rise to any rights or preferential titles for the purposes of supplying the mentioned services to ITA.

Art. 17) ITA PRIVACY POLICY

The Supplier can acknowledge the information on processing of personal data according to Regulation (EU) 2016/679 ("GDPR") on the Client's website <https://www.ice.it/en/privacy>.

Art. 18) THE SOLE CONTRACT MANAGER – RESPONSABILE UNICO PROGETTO (R.U.P.)

The sole person in charge of the procedure is Mr. Romano Baruzzi, Director of ITA Riyadh and Kuwait. The contact details of the office are as follows:

ITA - Italian Trade Agency - Trade Promotion Section of the Italian Embassy, MJPH+3G8, Al Safarat, Riyadh 11693, Saudi Arabia.

For any question, please contact Mr. Adjar Abdelghaffar (a.adjar@ice.it) Tel: +966 114827419-4889762).

Romano Baruzzi

Director of the Italian Trade Agency- Trade Promotion Section of the Italian Embassy Riyadh Office.

Digitally signed by: Romano Baruzzi
Organization: ICE-AGENZIA/12020391004
Date: 14/10/2024 14:24:03

Annex:

- **ANNEX A- FAC-SIMILE OF THE OFFER** (to be written on company letterhead and emailed to riyad@ice.it)