



ITALIAN TRADE AGENCY

ICE - Italian Trade Commission

Trade Promotion Section of the Italian Embassy

سفارت ایتالیا - بخش توسعه بازرگانی

SUBJECT: NOTICE OF TENDER FOR THE ENTRY OF A CONTRACT, TERM OF 12 MONTHS FOR OCCUPATIONAL MEDICAL SERVICES, IN FAVOR OF THE ITALIAN TRADE AGENCY- TEHRAN OFFICE

Art.1) DESCRIPTION OF THE CONTRACTING ENTITY

The Italian Trade Agency, Trade Promotion Section of the Italian Embassy in Tehran, (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

ITA is launching a tender for the conclusion of a contract, duration of 12 months, with a company based in Iran for supplying of occupational medical services (hereinafter referred to as “Supplier”). The purpose of this notice 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 if the offers received are not considered appropriate.

Art.3) DESCRIPTION OF THE SERVICES REQUESTED

The services covered by the contract consist of providing:

1. annual health checks for 6 employees and express their suitability for the specific job.

Please specify the cost for the annual check of each employee;

- 1.1. establish, update and keep under your responsibility, for each employee subjected to health surveillance, a health and risk file, to be kept and preserved with the safeguard of professional secrecy;

- 1.2. provide information to employees on the meaning of the health checks to which they are subjected;

- 1.3. inform every employee concerned of the results of the health checks and, release a copy of the health documentation;

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1.4. communicate in writing to the employer, the collective anonymous results of the clinical and instrumental checks carried out and provide indications on the meaning of these results for the purpose of implementing measures to protect the health and psycho-physical integrity of employees.

2. Assist the employer for the purposes of planning the health surveillance, for the preparation of the implementation of measures for the protection of employees' health and psycho-physical integrity, through health protocols according to specific risks and taking into account the most advanced scientific guidelines;

Please specify the cost of your assistance per hour.

Note: Should the need for more services arise during the period of validity of the contract, not exceeding one-fifth of the total amount of the contract, the Supplier will supply these extra services at the same condition indicated in the contract.

Art.4) COMPANY SELECTION PROCEDURE

The contract will be stipulated by direct negotiations. For the evaluation of the offers regarding this notice, ITA will proceed with the lowest price criteria.

Art.5) ESTIMATED BUDGET FOR THE SERVICE

The maximum expenditure ceiling that can be incurred by ITA during the 12 months of validity of the contract is 160,000,000 Rial including VAT and any other applied taxes, duties, etc.,

Art.6) PERIOD OF VALIDITY OF THE CONTRACT

The contract will be valid from 01/01/2023 to 31/12/2023. At the expiration date, its effects will cease automatically, without any notification between the parties, without tacit renewal.

Note: Should the need for more services arise during the period of validity of the contract, not exceeding one-fifth of the period of validity of the contract, the Supplier will supply these extra services at the same condition indicated in the contract.

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

Art.7) CONDITIONS REQUIRED FOR THE PRESENTATION OF AN OFFER

Companies interested in submitting an offer must undertake the below items:

- cost of services has to be indicated in Rial;
- communication in English is mandatory;

- the offer must contain the cost of the services indicated in Art. 3.;
- respond to requests from ITA as quickly as possible, taking into account the nature of each request and the time required to respond;
- use the execution of the services with the competent and capable staff, in terms of the technical and professional aspects and with at least three years of experience in the respective sector;

Please note that before signing the contract the selected company has to email to ITA (teheran@ice.it) the required documents requested in ["https://www.ice.it/en/sites/default/files/inline-files/ita-tehran-suppliers-list-regulation_2.pdf"](https://www.ice.it/en/sites/default/files/inline-files/ita-tehran-suppliers-list-regulation_2.pdf).

Art.8) PAYMENTS

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

- payments for services provided during the period of the contract will be made on presentation of the related invoice;
- the invoice should be in Rial;
- ITA will make the payment within 10 days of receiving the invoice after verifying the regular performance of the services.
- ITA is only obliged to pay the hours of the services requested and provided indicated in Art.3.2

Art.9) 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 present 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.10) EXCLUSION CONDITIONS

Companies who find themselves in the following conditions cannot express their interest:

Conviction with final sentence due to the provisions contained in the Iranian and Italian legislations for one of the following causes:

- a) participation in a criminal organization
- b) corruption
- c) fraud
- d) money laundering and criminal activity
- e) minor child labor and other forms of human trafficking
- f) if the operator 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 on the basis of the Iranian and Italian legislations

Art.11) TERMS AND CONDITIONS FOR PRESENTATION OF OFFERS

This communication is published on the website of this Office <https://www.ice.it/en/markets/iran/work-us> for 7 days after the publication date.

The offers must reach ITA by email teheran@ice.it by 13 December 2022 (24:00 local time), also enclosing:

- a document indicating the legal representative of the company allowed to sign the 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 or not clearly accepting the required conditions, which create misunderstandings about the contractor's desire to fully respect the above-mentioned conditions or on the indication of the cost;
- do not contain one or more elements required in this notice;
- Increasing price offers or multiple offers.

Each company must participate by submitting only one offer.

Art.12) 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 contractual partner, 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 internet page <https://www.ice.it/it> under the heading "Amministrazione trasparente"- "Atti generali" also in the English version (" Code of conduct ") and the contractual partners of ITA are required to take this into account.

Art.13) CONFIDENTIALITY OF OBLIGATIONS

The company 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 this 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 contractor 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 this contract, it is understood that the contracting party will be required to pay compensation for any damage that may occur to ITA.

Art.14) 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. 67912016, exclusively within the procedure referred to this 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.



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Art. 15) ITA PRIVACY POLICY

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

Art.16) RESPONSIBLE OF THE PROCEDURE

The sole person in charge of the procedure is Mr. Giancarlo Albano, Director of ITA. The contact details of the Office are as follows:

ITA - Italian Trade Agency- Trade Promotion Section of the Italian Embassy, 17 Nelson Mandela Blvd, Unit 15, 7th floor, Navak Bldg, 1518643111, Tehran, IRAN
Tel: 00982188889828. Any possible requests for clarifications and information must be sent to the email address teheran@ice.it .

For any question please contact Ms. Niloofar Darakeh, Tel: 00982188889828.

Giancarlo Albano

Director

ITA-Tehran Office