



ITALIAN TRADE AGENCY

ICE - Italienische Agentur für Außenhandel

Abteilung für Handelsförderung der Italienischen Botschaft

Wien, 20th of November 2020

Prot. 0125898/20

RE: INVITATION FOR BID (IFB) FOR SERVICE OF TEMPORARY EMPLOYMENT AGENCY

PLEASE READ THIS IFB CAREFULLY AND VERIFY IN ADVANCE THE REQUIREMENTS. INCOMPLETE SUBMISSION WILL NOT BE ACCEPTED. BY SUBMITTING A COMPLETED BID, YOU CONFIRM TO HAVE UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS IFB.

The Vienna office of ICE-Agenzia (Italian Trade Agency) announces a call for tenders for the provision of temporary employment and related services. Interested companies are invited to participate in the tender and submit a bid, based on the instructions given in this letter of invitation.

AWARDING ENTITY

ICE-Agenzia, Vienna Office – Commercial section of the Italian Embassy in Vienna, Rennweg 27 – 1030 Wien - T +43 1 5039080, vienna@ice.it – www.ice.it – Dr. Paola Lisi, Director of the ICE Office in Vienna.

ICE-Agenzia is the public entity through which the Italian Government supports the consolidation and development of Italian companies in foreign markets. It also acts as the entity in charge of promoting the attraction of foreign investments to Italy. With a widespread network of offices abroad, ICE carries out information, assistance, consultancy, promotion and training activities for small and medium-sized Italian companies. For further information on the activities carried out by ICE-Agenzia in Italy and worldwide, please consult our website <https://www.ice.it/en/>

REQUIREMENTS TO PARTICIPATE IN THE TENDER AND SUBMIT AN OFFER

Companies interested in submitting an offer must be in possession of:

- the qualification to exercise the professional activity
- the appropriate economic and financial capacity
- the technical and professional skills for carrying out the services covered by this notice, to the extent required and, in the structure, indicated

GROUND FOR EXCLUSION

Economic operators who are in the conditions indicated in Article 57 of the European Directive 201/24/EU and more specifically in the following conditions which constitute grounds for exclusion cannot express their interest:

conviction by final judgment as result of the provisions of Czech and Italian law for one of the following reasons:

- a) participation in a criminal organisation
- b) corruption
- c) fraud
- d) money laundering and criminal activity
- e) child labour and other forms of trafficking in human beings
- f) if the operator has not fulfilled obligations relating to the payment of taxes or social security contributions and if this has been established by a judicial or administrative decision having final and binding effect under Czech and Italian Law
- g) furthermore, the participation of economic operators is not allowed, in respect of whom the provisions of the Czech and Italian legislation have established the prohibition to sign agreements and contracts with the Public Administrations of the various countries.

SUBJECT OF THE INVITATION

The subject of the invitation is the research, selection and administrative and legal management of temporary staff, a Junior Marketing Analyst for the Italian Innovation Desk in Prague.

The project will run for 14 months, **from the 1st of January 2021 till the 28th of February 2022**. The Desk will be located in the Italian Embassy in Prague, ICE-Agenzia office in Vienna will be responsible for the project and the selected Junior Marketing Analyst will report to ICE Office in Vienna.

The tasks that will be assigned to the identified Junior Marketing Analyst will be:

- to prepare a study on the current situation and on predictable development of industrial automation process in the Czech Republic
- to draft six-monthly reports on the Czech innovation ecosystem
- to check the opportunities in the mentioned segment for Italian companies offering the appropriate technologies and know-how
- to create a database with all relevant information
- to support the Director of ICE-Agenzia office in Vienna in activating a system to provide relevant information to potentially interested Italian companies and to spread the information
- to organize meetings and promotional event in Italy and in the Czech Republic

Working hours will be 40 hours per week, from Monday to Friday, from 9 a.m. to 5 p.m., with 30 minutes break, at the Italian Embassy in Prague, Nerudova 214/20.

PROFESSIONAL REQUIREMENTS OF THE TEMPORARY RESOURCE

In order to carry out the tasks that will be assigned to the Junior Marketing Analyst, he/she must:

- have permanent residence in the Czech Republic
- have a work permit in the Czech Republic
- be a Czech mother tongue speaker
- hold a master university degree
- be experienced with Microsoft Office Applications
- have excellent analytical and problem-solving skills
- have perfect language skills in Czech and in Italian
- be available to travel in Czech Republic and abroad

Preference in the selection process will be given to candidates with similar previous worth experience.

Please note: the resource identified by the temporary agency must obtain security clearance from the Italian Embassy in Prague before starting work for the ICE office in Vienna at the Italian Embassy.

AWARD CRITERION

The lowest price will be used to evaluate the bids submitted following this IFB. The criterion of the lowest price will be applied to the agency fees or commissions, provided for the service requested.

PRESUMED MAXIMUM AMOUNT OF THE CONTRACT

The maximum level of expenditure that the ICE-Agenzia office in Vienna may incur for the service covered by this letter of invitation is assumed to be **€ 39.000,00** (euro thirty-nine thousand/00), excluding VAT. This amount includes the amount of salary/contribution to be paid to the employee administered by the client, including the agency fee, as well as the provision for all related services (research, selection and administrative and legal management of the staff to be administered). This amount also includes the travel expenses, which must in any case be approved in advance by the Vienna office of ICE-Agenzia.

CONTRACT DURATION

The contract shall be in effect from its signature until 28th February 2022. On the date of expiry, its effects will automatically cease, without any need for notification between the parties.

TASKS, OBLIGATIONS AND RESPONSABILITIES OF THE AWARDED COMPANY

The awarded company must guarantee:

- continuity of the supply service for the entire duration of the contract
- notify the client of all absences for whatever reason of the employee being administered
- provide for the replacement of the worker administered in the event of notification of absence for any reason whatsoever exceeding 7 consecutive natural days
- in the event of the worker's inadequacy for the tasks assigned to him/her, to replace him/her with a similar professional figure
- replacement in case of failure of the Italian diplomatic representation in Prague to grant security clearance to the worker
- provide for the direct payment to the administered worker of the monthly salary due
- make the payment of social security and welfare contributions provided for by law
- provide for the obligations for accident insurance in accordance with the regulations in force

PAYMENT TERMS

Payment for the service provided during the period of validity of the contract will be made by bank transfer at the end of each month upon presentation of an invoice indicating the number of the letter of assignment, the code number CIG that will be indicated in the contract, as well as the account details (IBAN/BIC) of the awarded company.

The invoice, addressed to:

ICE-Agenzia, Vienna Office – Commercial section of the Italian Embassy in Vienna,
Rennweg 27 – 1030 Wien

is to be sent in advance by e-mail to vienna@ice.it and then sent in original by post to the above-mentioned address.

According to the Reverse Charge principle, the invoice will be issued without VAT.

TERMS AND DEADLINES FOR THE SUBMISSIONS OF BIDS

Under penalty of exclusion, the offer must be received by ICE-Agenzia office in Vienna vienna@ice.it by 3 p.m. on 7th December 2020, enclosing:

- this invitation letter initialled on each page and signed for acceptance
- a declaration drawn up as attached, duly initialled on all pages and signed
- a copy of an identity document of the signatory of the offer
- a company profile

A bid will not be considered valid:

- if received after the maximum time limit set or have been submitted in a form other than that indicated above
- if includes conditions or do not clearly accept the required conditions, create misunderstandings about the contractor's willingness to adhere fully to the above conditions or the indication of the cost;
- if do not contain one or more elements required in this letter of invitation;
- increased offers and multiple offers will not be accepted. Each competitor must participate by submitting a single bid

NON-COMPLIANCES AND PENALTIES

ICE-Agenzia reserves the right to apply a penalty, to an extent to be determined on the basis of the seriousness of the event occurred and within 3% of the amount of the service provided in a different way, if the expected requirements and indicated in this notice are not met. The breach of contract shall be the subject of a written complaint by the client, to which the winning company shall be entitled to respond in writing within 5 working days of notification. Penalties will be applied without fail if the company awarded the contract HAS not provided any justification within the deadline or if the justifications provided, in the unquestionable judgement of the client, will be considered insufficient or inadequate.

RULES OF CONDUCT FOR CONTRACTORS AND/OR STAFF OF THE CONTRACTING COMPANY

In carrying out the assignment the economic operator undertakes to comply with the disciplinary and behavioural code adopted by ICE-Agenzia. The disciplinary and behavioural code of ICE-Agenzia is available on the website www.ice.it under "Amministrazione Trasparente" – "Disposizioni generali" – "Atti generali".

Should any breach of the obligations referred to in the code be held to be serious in nature, ICE-Agenzia will be entitled to terminate the contract.

CONFIDENTIALITY OBLIGATIONS

The company with which the contract will be concluded has the obligation to keep the data and information in its possession confidential and not to disclose them in any way and not to use them for any purpose other than those necessary for the execution of this contract. In particular, it should be noted that all obligations regarding confidentiality will be respected even in the event of termination of the existing relations with ICE-Agenzia. The contractor is responsible for the exact observance of the aforesaid confidentiality obligations by its employees and consultants. In the event of non-compliance with the confidentiality obligations, the ICE-Agenzia has the right to declare this contract terminated by right, it being understood that the contractor shall be obliged to pay compensation for any damage that may be caused to the ICE-Agenzia.

REPORTING OF UNLAWFUL ACTIVITY

Companies providing goods or services for the benefit of the ICE Agency may report any “unlawful conduct” of which they become aware in the context of the contractual relationship. Such reports are handled by means of an IT application, in total confidentiality, through access to the website www.ice.it, section “Whistleblowing”, available via the following link: <https://ice.whistleblowing.it/#/>

PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS

Your company is invited to note the statement regarding the processing of personal data pursuant to Regulation (EU) 2016/679 (the “GDPR”), available on the ICE Agency website at the following address <https://www.ice.it/it/privacy>.

It should be noted that this communication is to be understood exclusively as an invitation to submit a bid for the procedure in question and does not therefore entail any obligation on the part of ICE-Agenzia towards the parties concerned, nor will the possible bid under any circumstances give rise to rights or preferential titles for the purposes of the assignment of tasks by ICE-Agenzia.

Any information or clarification can be requested by writing to vienna@ice.it

Dr Paola Lisi
Director ICE Vienna
signed

By acceptance:

Company _____

Signature of representative _____

Title _____

**SINGLE DOCUMENT ON REQUIREMENTS FOR DIRECT ASSIGNMENTS UNDER THE
THRESHOLD OF 40.000,00 EURO**

**All the requested information must be entered by the economic operator, except where
expressly indicated**

**PART I
INFORMATION ABOUT THE PROCUREMENT PROCEDURE AND THE PROCURER**

Identity of the Procurer	Answer:
Name:	<i>ICE –Italian Trade Agency (ITA) Office Wien</i>
Title and short description of the procurement:	
CIG	

PART II: INFORMATION CONCERNING THE ECONOMIC OPERATOR

A. Identification data of the economic operator	Answer:
National identification number, if required (tax code, VAT number, registration ...)	
Postal address:	
Contact persons: Phone: Certified mail or e-mail: (web address) (<i>if applicable</i>):	

B. Representatives of the economic operator:	Answer:
Full name	
Date and place of birth	
Position/Acting in the capacity of:	
Postal address:	
Phone:	
E-mail:	
If needed, please provide detailed information on the representation (its forms, extent, purpose ...):	

PART III: EXCLUSION GROUNDS

A: Grounds relating to criminal convictions

Excluded from participation in the selection are those who have been the subject of a conviction by final judgement, in Italy or in the Czech Republic, for one or more of the following reasons: (1) Participation in a criminal organisation; (2) Corruption; (3) Fraud; (4) Terrorist offences or offences linked to terrorist activities; (5) Money laundering or terrorism financing; (6) Child labour and other forms of trafficking in human beings; (7) any other crime that results in the inability to negotiate with the public administration.

The situations relevant to exclusion are those provided for by Italian law, as well as the Directive 214/24/EU by the European Parliament and Council, implemented in the Czech Republic on 1st October 2016 through the Public Procurement Act No. 134/2016 Coll. The economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein have not been the subject of a conviction by final judgment, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable.

B: Grounds relating to the payment of taxes or social security contributions

The economic operator has satisfied all the obligations relating to the payment of taxes or social security contributions in Italy and in the Czech Republic, where the procurement takes place.

C: Grounds relating to insolvency, conflicts of interests or professional misconduct

- 1) The economic operator has not, to its knowledge, breached obligations in the field of health and safety at the work place, of environmental, social and labour law.
- 2) The economic operator is not in any of the following situations and is not subject to a procedure of assessment for one of the following situations:
 - a) bankruptcy, insolvency procedure, winding-up, arrangement with creditors, assets being administered by liquidator or another similar situation
 - b) has suspended its business activities
- 3) The economic operator is not guilty of serious professional misconduct
- 4) The economic operator has not entered into agreements with other economic operators aimed at distorting competition
- 5) The economic operator is not aware of any conflict of interest related to its participation in the above-mentioned procurement procedure
- 6) The economic operator or a company related to it has not advised the procurer or has not otherwise been involved in the preparation of the assignment procedure
- 7) The economic operator did not have a direct experience that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed to the same operator, in connection with that prior public procurement
- 8) The economic operator confirms that:
 - a) It has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,
 - b) It has not withheld such information,
 - c) It has been able, without delay, to submit the supporting documents required by a procurer
 - d) It has not undertaken to unduly influence the decision-making process of the procurer, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning the procurement procedure.

D: Exclusion grounds foreseen by the Italian legislation and equivalent situations foreseen by the law of the Czech Republic, where the procurement is carried out.

The economic operator is **not** in any of the following situations:

- 1) there are grounds against it for revocation, suspension or prohibition provided for by anti-mafia legislation
- 2) is subject to infiltrations of organized crime
- 3) has been subject to the interdiction of its activity or to another sanction that involves the prohibition of contracting with any public administration
- 4) is present in the electronic register kept by the National Anti-Corruption Authority for having submitted false declarations or false documentation to issue the qualification certificate, for the period during which the registration persists
- 5) violated the prohibition of custodian capacity
- 6) does not respect the rules on the right to work of the disabled

- 7) has not denounced (except in case of necessity or self-defence) to the judicial authority that was victim of bribery offenses and/or extortion committed by organized crime or by those who intended to facilitate the activity of organized crime
- 8) in relation to another participant to the same assignment procedure, is in a control situation or in any kind of relationship, if the control situation or the relationship implies that the offers are attributable to a single decision-maker
- 9) has assigned an employment labour contract and, in any case, has assigned tasks to former employees of the Italian Trade Agency who have ceased their working relationship less than three years ago and who, during the last three years of service, had authoritative or negotiating powers on Italian Trade Agency's behalf towards the same economic operator (*pantouflage* or *revolving door*)

PART IV: CODE OF CONDUCT

ITA and the business counterparts will act in accordance with the principles stated in the Code of Conduct set by ITA for its employees. Respect of these principles is required throughout the tender procedures, the awarding and the performance of the contracts.

According to the Code of Conduct, both ITA employees and the business counterparts will abide by the following principles: accuracy, loyalty, impartiality, good faith. They will also act in accordance with the principles of integrity, fairness, honesty, proportionality, objectivity, impartiality, transparency, equity, plausibility and confidentiality.

No donations, gifts or endowments can be offered or accepted. The business counterparts should not, under any circumstances, offer to ITA employee's donations in cash and /or gifts, nor any other benefits. In parallel, it is strictly forbidden to ITA employees to accept such donations, gift and benefits.

Should the above-mentioned obligations be violated, ITA will be entitled to automatically terminate the contract and to impose disciplinary measures upon the employee/s involved.

The Code of Conduct is available on ITA website, www.ice.gov.it, under: Amministrazione Trasparente/Disposizioni generali/ Atti generali. The Code is available in English, for the perusal and understanding of foreign business counterparts.

PART V: INTEGRITY PACT

When performing a contract awarded by ITA, the business counterparts will abide by and act in compliance with the principles of loyalty, transparency and fairness.

It is unconditionally forbidden to offer, request or accept money, benefits or any other rewards, whether directly or indirectly through intermediaries, with the intention of affecting the awarding of a contract and/or its implementation.

The business counterpart – if becomes aware of any unlawful attempts to disrupt or distort the awarding procedure or the execution of the contract, made by an employee or by an interested party or by anyone in a position to influence the decision - will immediately refer this conduct to ITA.

The business counterparts will – when so requested by ITA – disclose the names of any sub-contractors involved in the execution of the contract or in the performance of any tasks covered by the contract.

In the event of any failure to comply with the anti-corruption commitments undertaken with the Integrity Pact, one or more of the following sanctions will apply, depending on the stage when the non-compliance occurs:

- Exclusion from the awarding procedure;
- Termination of the contract;
- Forfeiting the deposit that covers the execution of the contract;
- Forfeiting the deposit that covers the performance of the contract;
- Exclusion from the awarding procedures to be called by ITA for the next three years.

The Integrity Pact and the sanctions will apply until the contract is entirely fulfilled and any tasks completely performed.

Any acts of corruption or any other offence should be reported to the Director of the ITA Office in Wien.

PART VI: REPORTING OF UNLAWFUL ACTIVITY

Companies providing goods or services for the benefit of the ICE Agency may report any “unlawful conduct” of which they become aware in the context of the contractual relationship. Such reports are handled by means of an IT application, in total confidentiality, through access to the website www.ice.it, section “Whistleblowing”, available via the following link: <https://ice.whistleblowing.it/#/>

PART VII: CONCLUDING STATEMENTS

I undersigned formally declare that the information stated under Parts II – VI is accurate and correct and that I am fully aware of the consequences, also of penal nature, of serious misrepresentation, of serious false declaration, foreseen by the Italian legal system and by the Czech law.

I undersigned hereby certify the absence of the grounds for exclusion provided for in Part III.

I undersigned formally consent to the Italian Trade Agency, to carry out the verifications with the competent local authorities on the veracity of the declarations stated about the requirements.

I undersigned accept without reserve or exception the provisions and conditions contained in the letter of assignment and in Attachment 1 to the same letter, which is its integral part.

[Place and date]

[name, surname and quality of the signatory]

PLEASE ATTACH A COPY OF THE IDENTITY DOCUMENT OF EACH SIGNATORY.

**PROTECTION OF NATURAL PERSONS WITH REGARD TO THE
PROCESSING OF PERSONAL DATA**
Regulation (EU) 2016/679, Art. 13

The processing of personal data is based on the principles of lawfulness, fairness and transparency to protect the fundamental rights and freedoms of natural persons. To this end, the following information is provided:

1. The data controller is ICE – Agenzia per la promozione all'estero e l'internazionalizzazione delle imprese italiane (hereinafter only ICE – Agenzia) which, in this specific case, operates through its Office in Wien: Italienische Agentur für Außenhandel, Rennweg 27 1030 Wien
2. ICE – Agenzia has a data protection officer that, in case of questions or complaints, can be contacted at the following addresses: ICE – Agenzia per la promozione all'estero e l'internazionalizzazione delle imprese italiane – Via Liszt, 21 – 00144 Roma; e-mail: privacy@ice.it.
3. The personal data requested are necessary for the selection of the economic operator to whom the procurement service will be entrusted.
4. The provision of data is an obligation provided for by Italian law and any refusal to provide the requested data will result in exclusion from the selection procedure or from the award.
5. The processing will be carried out manually or electronically by specially appointed personnel.
6. The data will be communicated to the internal and external control bodies of the ICE – Agenzia. By signing this statement, the interested party gives its consent to the communication of the aforementioned data also to the competent local authorities for their verification and to the publication of the essential elements of the stipulated contract on the procurer's website in accordance with the Italian law on public contracts' transparency.
7. The data will be stored for a minimum period of 5 years from the moment in which the contractual relationship ends due to completion of the execution or for another reason, including termination due to non-compliance. This deadline is suspended if a judicial procedure is initiated.
8. The economic operator may request access to its personal data and their rectification. In this case, a specific request must be submitted to the address indicated in point 1, and in copy to the personal data protection officer at ICE – Agenzia at the addresses indicated in point 2.
9. If the interested party believes that its rights have been violated, it can file a complaint to the personal data protection officer at ICE – Agenzia. Alternatively, it can contact the Guarantor for the protection of personal data (Piazza di Monte Citorio 121, 00186 Rome, phone 0039 06 696771 (switchboard), e-mail: garante@gpdp.it , certified mail: protocollo@pec.gpdp.it) or to the judicial authority.

[Place, date]

Signature of the interested party for acknowledgment and acceptance

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