



ITALIAN TRADE AGENCY

Jakarta Office

22/06/2021

Prot. No : 0074703/21

MARKET SURVEY NOTICE

ITALIAN TRADE AGENCY IN JAKARTA: SELECTION OF ECONOMIC OPERATORS FOR A SERVICE OF CALCULATION OF PAY SLIPS AND MANAGEMENT OF THE REGISTRATION OF EMPLOYEES' ATTENDANCE FOR A PERIOD OF 36 MONTHS.

DESCRIPTION OF THE CONTRACTING AUTHORITY:

The Italian Trade Agency (ITA) is the Governmental Agency that supports the business development of national companies abroad and promotes the attraction of foreign investment in Italy. With a widespread network of overseas offices, ITA provides information, assistance, consulting, promotion and training to Italian small and medium-sized businesses.

OBJECT OF THE NOTICE:

The Agency's Office in Jakarta is starting a procedure of direct assignment with an economic operator to select a supplier for services of calculation of pay slips and management of the registration of employees' attendance. The framework contract will be stipulated in direct assignment according with the provisions of Art. 36, paragraph 2, let. b) of the Italian Legislative Decrees n. 50/2016 and n. 56/2017 (issued in implementation of Directive 2014/24/ EU on public procurement), and according with the Guidelines n. 4, issued by ANAC (Italian anti-corruption authority) with Resolution No. 1097, 26/10/2016 and Resolution No. 206, 1/3/2018). **The offers presented upon this notice will be evaluated by the sole criterion of the lowest price of the services offered** (as per Art. 95 of the aforementioned Legislative Decree 50/2016 and subsequent amendments). This notice is aimed at receiving offers and encourage the participation of the largest number of potentially interested economic operators, therefore it is not binding for the Jakarta Office of the Italian Trade Agency, which reserves the right to identify the suitable subject to whom to entrust the assignment. In case the received offers are not considered suitable, the Italian Trade Agency in Jakarta reserves the right not to proceed with the assignment of the service object of this notice.

CONTENT OF THE REQUESTED SERVICES

The assignment relates to the processing of payslips and social security and tax obligations relating to the staff of the Jakarta office of the Italian Trade Agency, as well as the management of data relating to presence in service. The operator must ensure compliance with the obligations arising from the application of the employment contract, and in particular:

- a) Calculation of contractual and legal salaries and charges, including BPJS TK and BPJS KS, to enable the Agency to pay the salary and charges specified by the employment contract and Indonesian law.
- b) Generation of electronic payslips.
- c) Monthly reports on all payments to be paid by the Agency relating to employment contracts, including BPJS TK and BPJS KS - Preparation of draft payslips and payslips ready for salary payment.
- d) management of the 13th monthly payments and any annual bonus;
- e) statement relating to the provision for severance indemnity at 31 December of each month and year;
- f) monthly audit reports for accounting with costs broken down by type (salaries, charges, severance pay, etc.);
- g) attendance management: the supplier will take care of the automatic registration of the presence in service, the creation of the attendance sheet, the assignment of the salary items and the subsequent synchronization with the pay slip;



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h) causal management of presence / absence from the service: registration of days of vacation, illness, work permit.

It is up to the Agency to indicate the personal data and the individual remuneration of individual employees, the correctness of which must be verified by the supplier. The processing must be carried out in such a way as to guarantee payments on a pre-ordered date and in any case in good time by the 27th day of each month, as well as transmitted on a computer format compatible with the internet banking standard.

All the services described above will be ordered with a "service request letter" (contract) by the Trade Commissioner of the Italian Trade Agency in Jakarta.

CHOICE OF ECONOMIC OPERATOR AND AWARD CRITERION:

Direct assignment based on the provisions Directive 2014/24/ EU, Art. 36 paragraph 2 letter a) of Legislative Decree 50/2016 and subsequent amendments, and Guidelines n. 4 issued by the Italian Anti-corruption Authority-ANAC as previously reported in this notice.

The lowest price criterion adopted for the evaluation of the submitted offers will be applied to the fees or "service charges" provided for each ticket or service requested.

VALUE OF THE CONTRACT:

The expected level of spending during the three-years contract is about € 4.500 (four thousand five hundred euros), net of VAT. The annual value is 1,500 euros.

DURATION OF SERVICES:

The agreement will last three years from the signing of the contract, once all the participation requirements are verified. On the expiration date its effects will cease automatically, with no need for any notification between the parties.

The duration of the contract may be modified in course of execution for the time strictly necessary to complete the procedures to identify a new operator (as per Art. 106, paragraph 11, of the above Italian Legislative Decree 50/2016). In this case the contractor is required to perform the services at the same - or even more favorable - prices, agreements and conditions of the contract itself.

EXECUTION OF THE CONTRACT

the management of the contract and the verification of the correct execution of the same by the supplier is carried out by the director of the execution of the contract, Dr. Paolo Pinto, who coordinates, directs and controls the execution, verifying that the activities and the contractual services are performed in accordance with the contractual documents. Each payment can be made subject to the issue of the execution certificate, which certifies the correct fulfillment of the services.

PENALTIES

In the event of significant non-fulfillment of the obligations of the contract, a penalty is applied to the supplier by the Agency in relation to the importance of the non-fulfillment itself: In case of non-delivery / drafting of the documentation within the terms set by the contract or agreed with the Agency , except in the case of proven force majeure, a daily penalty of 1 ‰ of the total annual award amount will be paid; 2. the supplier will be charged in full for any penalty, fine or fine imposed on the Agency, without prejudice to any subsequent action for the request for damages caused by the error itself.

In any case, the total annual amount of the penalties applied to the company cannot exceed the limit of 10% of the annual contractual amount.



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In the event of a delay of more than 10 days, the Agency reserves the right to terminate the contract, with the defaulting company being charged for the higher costs incurred to provide for the supply and for any penalties or requests for delay for delivery to the common contractors. .

TERMINATION OF THE CONTRACT

Serious breaches that grant the right and automatic possibility of the contract constitute: 1. dissolution, termination or bankruptcy of the company; 2. negligence of the service, ascertained and notified, which seriously compromise the efficiency of the service itself; 3. loss of the subjective requisites required of the awarded company for the execution of services connected with the performance of the service; 4. when the total amount of penalties applied to the company exceeds the limit of 10% of the contractual amount; 5. when the supplier is guilty of fraud;

PAYMENTS

The payment of the services will be made monthly by the Agency through the internet bank following the presentation of the invoice and delivery of the economic statements relating to salaries, labor costs and attendance records in service, as well as those who record holidays and illnesses, monthly and yearly.

The Agency will provide the payment for service within the day 27 of every month after received an invoice, bearing the number of the letter of appointment, the code (Smart CIG) and name of the initiative, addressed to:

Italian Trade Agency – Trade Promotion Office of The Italian Embassy
Gedung BRI 2, 29th floor suite 2903
Jl. Jend. Sudirman Kav 44-46
Jakarta Pusat 10210
CP : Mr. Paolo Pinto – Deputy Trade Commissioner
Email : giacarta@ice.it

CLAUSES OF EXCLUSION:

All economic operators who find themselves in conditions indicated in Art. 57 of the European Directive 2014/24/EU are excluded from the present procedure, and notably:

- a) participation in a criminal organization
- b) corruption
- c) fraud
- d) money laundering and criminal activities
- e) child labor and other forms of human smuggling
- f) if the operator has not complied with the obligations related to the payment of taxes or social security contributions and if this has been established by a judicial or administrative decision, with definitive and binding effect, on the basis of Indonesian and Italian legislation
- g) it is also not admitted the participation of economic operators sanctioned by the Indonesian and Italian regulations with the prohibition of signing agreements and stipulating contracts with public administrations.

HOW TO APPLY:

This notice will be published on the website of this contracting Agency for a period of 15 days, starting from the day following the date of publication.

Under penalty of exclusion, the offers - prepared according to the model below and which take into account all the information contained in this notice - must be sent to the Italian Trade Agency, Jakarta Office by e-mail to the following address: Jakarta @ ice. **by 19:00 on 10 July 2021 with the attachment:**

- an offer - see example below example
- copy of an identity document of the signatory of the offer;



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• a declaration in which, in the execution of the contract, the supplier undertakes to fully comply with the Code of Conduct adopted by the Agency. The Agency's Code of Conduct is available on the website www.ice.gov.it - in the section "Transparent administration" - "General provisions" - "General application acts". For any violation of the obligations established by the Code, if it is considered serious, the ICE - Agency will have the right to terminate the contract. The Code of Conduct and the disciplinary procedures of the ICE - Agency is available on the website www.ice.gov.it - in the section "Transparent administration" - "General provisions" - "Acts of general application".

The code of conduct is available at this link:

(http://ww2.gazzettaamministrativa.it/opencms/export/sites/default/_gazzetta_amministrativa/amministrazione_trasparente/_agenzie_enti_stato/_agenzia_ICE/010_dis_gen/020_att_gen/2014/Documenti_1389874530679_20809957code)

- Supplier form duly signed and stamped (see form attached to the link below);
<https://www.ice.it/en/sites/default/files/inline-files/supplier-form-ita-jakarta-office-en-version.pdf>
- a company profile.

CONFIDENTIALITY NOTICE:

The company that will sign the contract has the obligation to keep all the data and information in its possession as confidential, and not to disclose them in any way nor make them object of use for any purpose other than those necessary to execution of the contract.

All confidentiality obligations must be respected even at the end of the contract with the Italian Trade Agency. The Contractor is also responsible for the observance of the aforementioned secrecy obligations by his employees and consultants. In case of non-observance of the confidentiality obligations, ITA has the right to declare the contract automatically terminated, and the Contractor will be obliged to compensate all the damages that may arise to the Italian Trade Agency.

TREATMENT OF PERSONAL DATA:

According to the Italian Legislative Decree n. 196/2003 and the European Regulation n. 679/2016, the collected data will be processed exclusively within the procedure described in this notice.

This notice is exclusively intended as an invitation to submit a bid for this procedure; therefore, it does not imply any obligation of the Italian Trade Agency towards the subjects concerned, nor submitting an offer may in any case give rise to preferential rights or eligibility for the assignment of the contract by the Agency.

Mr. Paolo Pinto Deputy Trade Commissioner of the Italian Trade Agency in Jakarta, is responsible for this procedure.

The contact details of the Office are as follows:

Italian Trade Agency – Trade Promotion Office of The Italian Embassy

Gedung BRI 2, 29th floor suite 2903

Jl. Jend. Sudirman Kav 44-46

Jakarta Pusat 10210

T (+6221) 571 35 60 – F (+6221) 571 35 61

EXAMPLE OF OFFER

(to be written on company headed paper and returned via email to giacarta@ice.it by 7.00 pm of the 10th July 2021)

The undersigned _____

Born in _____

Resident in _____ postal code _____

Address _____

Owner or Legal representative (tick the appropriate definition) of the company

Legally established in _____ postal code _____

VAT number _____

IN RELATION TO THE SELECTION OF ECONOMIC OPERATORS FOR A SERVICE OF CALCULATION OF PAY SLIPS AND MANAGEMENT OF THE REGISTRATION OF EMPLOYEES' ATTENDANCE FOR A PERIOD OF 36 MONTHS.

I undersigned declare that I am aware of what is indicated and expected in the Market Survey Notice for the above mentioned procedure of direct assignment, and that I unconditionally approve its the contents.

Furthermore, I am specifically aware that the Notice does not imply any obligation of the Italian Trade Agency towards the subjects concerned, nor does this prospective offer give rise in any case to preferential rights or titles for the assignment by the Italian Trade Agency.

As requested, I attach to this offer:

- a copy of my identity document
- a company profile

Place and date _____ Signature and company stamp _____