



ITALIAN TRADE AGENCY

ICE Tel Aviv

Prot. 0095951/22

MARKET SURVEY NOTICE 3/22

ITALIAN TRADE AGENCY IN TEL AVIV: SELECTION OF ECONOMIC OPERATORS FOR BOOKING AND ISSUING OF AIRLINE TICKETS, PLANNING AND ORGANIZATION OF BUSINESS TRAVELS AND ANCILLARY ASSISTANCE SERVICES

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.

REQUESTED SERVICES

The Agency's Office in Tel Aviv is starting a procedure of direct assignment¹ with an economic operator based in Israel. The service object of the contract consists in the reservation and supply of:

- airline tickets for national / international routes;
- train tickets for national / international routes;
- tickets for other means of transport for national / international routes;
- hotel reservation in Israel and abroad;
- planning, organization and supply of travel packages (travel and accommodation, travel with all-inclusive formula) in Israel and abroad, individual or group, responding to specific needs that will be reported each time by Italian Trade Agency;
- management of agreements with airlines, railway companies, hotel chains, car rentals, etc.;

¹ The **framework contract** will be stipulated in **direct assignment** according with the provisions of Art. 36, paragraph 2, let. b) of the Italian Legislative Decree n. 50/2016 and n. 56/2017 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).



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- possibility of booking changes and issuing of new bookings and/or tickets when necessary;
- solution of unforeseen problems (for example a strike, a delay, a cancelled flight, an unregistered hotel reservation, etc.);
- collaboration in organizing travel for ITA delegations in Israel and abroad.

All the services described above will be ordered with a “service request letter” by the Trade Commissioner of the Italian Trade Agency in Tel Aviv in the frame of a contract that will last one year (12 months).

AWARD CRITERION

The offers presented upon this notice will be evaluated by the sole criterion of the lowest price of the services offered² applied to the fees or "service charges" provided for each ticket or service requested.

The Italian Trade Agency in Tel Aviv reserves the right not to proceed with the assignment of the service object of this notice in case the received offers are not considered suitable.

ASSUMED VALUE

The expected level of spending during the contract period is about € 38.000,00 (thirty-eight thousand Euros), net of VAT, corresponding to the total amount of travel documents, hotel vouchers and accessory services reimbursed by ITA, including commissions and fees agency.

However, ITA is not bound to guarantee the levels of expenditure indicated because the use of the service by external parties and ITA personnel is conditioned by factors that prevent their precise definition.

Therefore, the level of actual expenditure related to the period considered may vary, considering both the real needs of travel and the actual availability of the budget. Therefore, no compensation is foreseen if the annual expenditure does not reach the amount indicated.

DURATION

The agreement will last one year 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 operator³. 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.

² As per Art. 95 of the aforementioned Decree 50/2016 and subsequent amendments.

³ As per Art. 106, paragraph 11, of the above Decree 50/2016.



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PARTICIPATION REQUIREMENTS

The economic operator entrusted with the service will have to commit:

- . to satisfy ITA requests in the shortest possible time, considering the nature of the request and the technical times associated with it;
- a. to respect the agreed delivery times;
- b. to hand any travel or hotel ticket commissioned from ITA Office accordingly to their instructions;
- c. to apply every time the most advantageous travel and hotel rates compared to the market, providing appropriate advice and proposing at least 3 alternatives in terms of time schedules, connections and related tariffs for each service requested or stating;
- d. to guarantee, for the execution of the service, its own personnel of proven reliability and competence at ITA complete disposal during the requested times, possessing the technical and professional requisites and with an experience in the sector of at least three years. ITA reserves the right to highlight any unsuitable personnel;
- e. to guarantee an efficient and transparent policy on cancellations and related charges and reimbursements;
- f. to provide a trimestral statistical analysis of the services provided.

PAYMENTS AND PENALTIES

Within the duration of the contract, ITA will provide the payment for each service within 30 days of receipt of an invoice, bearing the number of the letter of appointment, the code (CO.AN.) and name of the initiative, addressed to:

Italian Trade Agency - Office of Tel Aviv
Trade Promotion Section of the Italian Embassy in Israel
3, Daniel Frisch St. – 6473104 Tel Aviv

In case the requisites indicated in this notice are not respected, ITA reserves the right to apply a penalty, determined on the basis of the gravity of the event occurred, and in any case within 3% of the amount related to the specific service provided other than requested.

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, based on Israeli and Italian legislation



g) it is also not admitted the participation of economic operators sanctioned by the Israeli 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 that consider all the indications contained in this notice - must be sent to the Italian Trade Agency, Tel Aviv Office, via email at the following address: telaviv@ice.it

by 00.00 p.m. of 31 August 2022 with attached:

- an offer (see form below);
- a copy of an identity document from the signer of the offer;
- declaration about Rules of Conduct, Antipantouflage, Regulation and Integrity Pact duly signed and stamped (see form attached at link below);
- 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 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. Fabrizio Camastra, Trade Commissioner of the Italian Trade Agency in Tel Aviv, is responsible for this procedure.

For enquiries: email telaviv@ice.it - T (+972) 3 6918130



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BEST OFFER (to be written on company headed paper and returned via email to telaviv@ice.it by 00.00 pm of the 31 of August 2022)

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 **MARKET SURVEY NOTICE n. issued by the Italian Trade Agency in Tel Aviv**, presents its best offer below.

The proposed agency fees or service charges are the following:

FEE ON INTERNATIONAL AIR TICKETS%
FEE ON NATIONAL AIR TICKETS%
FEE ON HOTEL RESERVATIONS IN ISRAEL AND ABROAD%
FEE ON RAILWAY TICKETS%
FEE ON CANCELLATIONS%
FEE ON RESERVATION CHANGES%

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 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
- Rules of Conduct, Antipantouflage, Regulation and Integrity Pact forms duly signed and stamped.

Place and date _____

Signature and company stamp _____





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"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

Information regarding art 13 of d.LGS. 196/2003

"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





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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





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INTEGRITY PACT

Concerning the tender for

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between the Italian Trade Agency for the promotion and internationalisation 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 internationalisation 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 requests 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 the obligations set out in Presidential Decree 62/2013 and Ministerial Decree of 17 March 2015 constitutes 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





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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 in the event that 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)

