



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 INTERNET, IT AND COMPUTER MAINTENANCE 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 an IT company (hereinafter referred to as “**Supplier**”) based in Iran for providing Internet, IT and computer maintenance (software and hardware) services. 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

The services required consist of the following items:

1. Supply of TD-LTE 4.5 unlimited Internet with SIM card on your company name;
2. Supply of VPNs for 13 users which allows to read and use any email, international platforms, websites, etc., with servers situated also in Italy. The Supplier should guarantee the VPN service during the period of validity of the contract, even if the VPNs replacement is needed;
3. 100 hours (on call) of assistance for cable management services (organizing cable ducts for desks, floor, wall, etc.), IT and computer maintenance services (software and hardware) for the devices listed below:

ICE – Trade Promotion Section of the Italian Embassy

17 Nelson Mandela Blvd, Unit 15, 7th floor, Navak Bldg,

1518643111, Tehran, IRAN

T +98 (0) 21 8888 9828 / F +98 (0) 21 8888 9839

teheran@ice.it

www.ice.it

Certificate N. 38152/19/S
ISO 9001 / UNI EN ISO 9001:2015

Member of CISQ Federation



| No | Italian Trade Agency devices description | Quantity |
|----|---|----------|
| 1 | Desktop PC | 6 |
| 2 | Data Server (HP ProLiant ML10 Gen9) | 1 |
| 3 | Laptop | 7 |
| 4 | Avision scanner | 1 |
| 5 | Hp LaserJet black&white printer | 2 |
| 6 | Hp LaserJet color printer, scanner and copier | 4 |
| 7 | Cisco Switch 24 port | 1 |
| 8 | D-Link Switch | 3 |
| 9 | TD LTE modem | 1 |

Please note that:

- the 100 hours of assistance mentioned in Art. 3.3 is only ITA's maximum hours ceiling for the mentioned services, and ITA is only obliged to pay for the hours that ITA will request time to time during the period of validity of the contract; therefore, no compensation will be paid if the total amount of hours will be lower than 100 hours;
- the day and the time of the required assistance will be indicated by ITA later on and ITA can change it anytime;
- the services should be provided any day even if it is holiday in Iran;
- the Supplier's technician in charge should arrive within 3 hours after ITA's request wherever in Tehran area;
- the quotation should be in Rial.

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, ITA can oblige the Supplier to 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 offer considered the most appropriate. The evaluation criteria will be:

1. cost of services;
2. compliance with the payment conditions;
3. compliance with the requested services.

Art.5) ESTIMATED BUDGET FOR THE SERVICE

The maximum expenditure ceiling that can be incurred by ITA during the period of validity of the contract is 850,000,000 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 (or the signing date of the contract in case it is signed after 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, ITA can oblige the Supplier to 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;
- email the offer to ITA (teheran@ice.it) together with Annex A filled and signed;
- the offer must contain the monthly cost of the services indicated in Art. 3.1 and Art. 3.2;
- the offer must contain the hourly cost of the services indicated in Art. 3.3;
- respond to requests from ITA as quickly as possible, taking into account the nature of each request and the time required to respond.

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 a monthly basis and on presentation of the related invoice at the beginning of the following month;
- the invoice should be dated on the beginning of the following month in which the services are provided by the Supplier;
- the invoice should include the services rendered in the related month;
- the invoice should be in Rial;
- ITA will make the payment by the 10th of each month or the next working day if the 10th is a holiday after receiving the invoice and verifying the regular performance of the services;
- ITA is only obliged to pay the services received.

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 15 days after the publication date.

The offers - established according to the model shown below (Annex A) and taking into account the information contained in this notice – must reach ITA by email teheran@ice.it by 22 November 2022, 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 Supplier's desire to fully respect the above-mentioned conditions or on the indication of the cost;
- do not contain the necessary information about the 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 ITA. Code of Discipline and Conduct of 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



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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 with 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.

Art.15) 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 Mr. Meysam Firoozmand, Tel: 00982188889828.

Giancarlo Albano
Director
ITA-Tehran Office



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ANNEX A- SAMPLE OF THE OFFER (to be written on company letterhead and emailed to teheran@ice.it)

The undersigned Mr/Mrs.....born in..... living inpostal code.....address.....n.....

Legal Representative of the company..... whose head office is at Postal code..... Company National Number.....

within **THE SUBJECT OF THE NOTICE OF TENDER FOR THE ENTRY OF A CONTRACT, TERM OF 12 MONTHS, FOR INTERNET, IT AND COMPUTER MAINTENANCE SERVICES, IN FAVOR OF THE ITALIAN TRADE AGENCY- TEHRAN OFFICE**, published on the website of ITA, presents below its best offer.

The service charges offered are as follows:

| Service | Prices for 1 year in Rial |
|--|---------------------------|
| Supply of TD-LTE 4.5 unlimited Internet with SIM card on our company name | |
| Supply of VPNs for 13 users which allows to read and use any email, international platforms, websites, etc., with servers situated also in Italy. We will guarantee the VPN services during the period of validity of the contract, even if the VPNs replacement is needed | |
| 100 hours (on call) per year of assistance for cable management services (organizing cable ducts for desks, floor, wall, etc.), IT and computer maintenance services (software and hardware) for the devices listed in Art. 3 | |

The undersigned declares that they are aware of what is indicated and provided for the notice of tender and approve its content unconditionally. The undersigned is also consciously aware that the notice does not imply 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.

Tehran, Date _____

Signature & Stamp _____