



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 FRAME CONTRACT, TERM OF 24 MONTHS FOR AIRLINE TICKETS AND TRAVEL SERVICES, IN FAVOR OF THE ITALIAN TRADE AGENCY- TEHRAN OFFICE

DESCRIPTION OF THE CONTRACTING ENTITY

The Italian Trade Agency, Trade Promotion Section of the Italian Embassy in Tehran, (hereinafter referred to as "ITA") is a government body that promotes economic and commercial development of Italian companies in foreign markets. ITA carries out information, assistance, consultation, promotion and training activities for the Italian small and medium-sized enterprises.

DESCRIPTION OF THE SUBJECT OF THE NOTICE

ITA is launching a tender for the conclusion of a frame contract, duration of 24 months, with a company based in Iran for supplying airline tickets and travel 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.

DESCRIPTION OF THE SERVICES

The services covered by the frame contract consist of the reservation and supply of:

- **airline tickets for domestic / international connections;**
- **rail tickets for domestic /international connections;**
- **bus tickets for domestic / international connections;**
- **hotel services in Iran and abroad;**
- **car rental services in Iran;**
- **planning, organizing and supplying of travel packages in Iran for individuals and groups, meeting the specific needs of each request of ITA;**
- **possibility of modifying reservations and issuing new tickets of any kind if necessary;**
- **solutions to unforeseen problems, for example strikes, delays, flight cancellations, etc.;**
- **collaboration in organizing trips abroad and in Iran for delegations of ITA;**
- **official declaration of the presence of passengers on flights, trains, buses, hotels, car rental, etc. by ITA;**

The services mentioned above will be ordered by an "Order form" from the Director of ITA.

COMPANY SELECTION PROCEDURE

The frame contract will be stipulated by direct negotiations. For the evaluation of the offers regarding this notice, ITA will proceed with using the lowest price criterion that will be applied to commissions or "service charges", provided for each tickets or service requested.

ESTIMATED BUDGET FOR THE SERVICE

The maximum expenditure ceiling that can be incurred by ITA during the 24 months of validity of the frame contract is € 39,000 (euros thirty nine thousand/00), including VAT and any other applied taxes, duties, etc., and it includes the total amount of the travel documents, voucher for hotels and ancillary services provided to ITA, all agency commissions and all costs included.

ITA is not, however, obliged to guarantee this amount, since the use of the services requested from ITA is conditioned by factors preventing a prior precise quantification.

The amount of the contract in the period indicated could therefore be subject to reduction, taking into account the real travel needs and available budget.

Therefore, no compensation will be provided if the total amount of expenditure would be lower than € 39,000 (euros thirty nine thousand/00).

PERIOD OF VALIDITY OF THE FRAME CONTRACT

The frame contract will be valid for 24 months, from the signature date. At the expiration date, its effects will cease automatically, without any notification between the parties, without tacit renewal.

The duration of the current contract may be modified for the time strictly necessary for the identification of the new contractor. In that case, the contractor is required to provide the services covered by the frame contract - or more advantageous - prices, agreements and conditions.

CONDITIONS REQUIRED FOR THE PRESENTATION OF AN OFFER

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

- email to ITA (teheran@ice.it) the required documents requested in Annex A;
- respond to requests from ITA as quickly as possible, taking into account the nature of each request and the time required to respond;
- respect the agreed delivery times;
- issue the travel and accommodation documents ordered by ITA according to the modalities indicated;

- always apply the most advantageous rates on the market and those resulting from special agreements, if they exist, by submitting at least 3 alternatives for each flight, train, bus, route or hotel services and any other services requested;
- 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;
- ensure an effective and transparent cancellation policy, including refunds and related penalties;
- provide analytical statistics to the services provided;

PAYMENTS AND PENALTIES

Payments for services provided during the period of the frame contract will be made on presentation of an invoice - indicating the number of the order, the CIG (ITA identification code of the call for tenders), the title of the initiative –sent to: ITA - Italian Trade Agency – Trade Promotion Section of the Italian Embassy in Tehran, 17 Nelson Mandela Blvd, Unit 15, 7th floor, Navak Bldg, 1518643111, Tehran, IRAN.

ITA will make the payment within 10 days of receiving the invoice after verifying the regular performance of the services (the service is finished such as the trip is done, the hotel is checked out, the flight is done, etc.)

It is specified that, in the event of non-compliance with the conditions requested and indicated in this service notice, ITA reserves the right to apply a penalty. This is determined according to the severity of the unforeseen event.

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.

TERMS AND CONDITIONS FOR PRESENTATION OF OFFERS

This communication is published on the website of this Office <https://ice.amministrazionetrasparente.it/bandiAttivi/TEHERAN/> for 15 days after the publication date.

Under penalty of exclusion, the offers - established according to the model shown below (Annex B) and taking into account the information contained in this notice – must reach ITA by email teheran@ice.it before 18.00 on January 5, 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:

- arrive after the deadline indicated above;
- 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.

ITA CODE OF DISCIPLINE AND CONDUCT

In the individual contracts to be concluded and in the frame 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.

CONFIDENTIALITY OF OBLIGATIONS

The company with which the frame 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 frame 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.

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. 679/2016, 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.

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.

ANNEX A- REGULATION FOR REGISTRATION IN THE ITA-TEHRAN SUPPLIERS REGISTER

ANNEX B- FAC-SIMILE OF THE OFFER





ANNEX A- REGULATION FOR REGISTRATION IN THE ITA-TEHRAN SUPPLIERS REGISTER

The ITA Office of Tehran, with the aim of ensuring maximum transparency and legitimacy to the assignments of contracts concerning the supply of goods or services, and of ensuring equal conditions for potential candidates, has established a specific list of companies and professionals, grouped in a special register, called the Suppliers Register, and admitted after a selection procedure, preceded by a careful verification of the qualifications and conditions of the applicants, who shall be in possession of certain requirements.

The registration in such Suppliers Register is governed by the following regulations:

REGULATION

Art. 1) INTERESTED PARTIES

The Suppliers Register includes the following categories of operators:

1.1. Consultants and Professionals, established according to the law that governs their activity, whether foreign or Iranian.

1.2. Entrepreneurs:

- a) Individual entrepreneurs, artisans, companies, cooperatives;
- b) stable consortia;
- c) temporary groups of competitors, consisting of the persons referred to in letters a) and b), who, before submitting the offer, have assigned a special collective power of attorney to one of them, who is a qualified representative and who expresses the offer in his name and on his behalf and in the name and on behalf of the principals.

Art. 2) STRUCTURE OF THE SUPPLIERS REGISTER

- Sector A ORGANIZATION OF EXHIBITIONS AND FAIRS**
- Sector B SUPPLY OF OFFICE EQUIPMENT / CONSUMABLES**
- Sector C OFFICE FURNITURE AND MACHINES**
- Sector D WORKS AND/OR MAINTENANCE**
- Sector E SERVICES AND ADVICE**

Art. 3) REQUIREMENTS FOR APPLYING FOR THE REGISTRATION

In order for the application for registration to be accepted, the economic operator and/or the Consultant/Professional:

- shall be registered to the Chamber of Commerce for the category of service or supply for which registration is requested or to the competent professional associations. In this regard, adequate documentation is required, such as: the certificate of incorporation of the company, the trade card release by the Iranian Chamber of Commerce, the certificate of registration to the professional association. For how to submit the documentation, please see art. 7);
 - must not have committed any criminal offense. In this regard, the submission of the applicant's criminal record (in case of individual enterprise), of the members of the board of directors and of the inspectors of the company or cooperative is required. For how to submit the documentation, please see art. 7);
 - shall declare to meet the requirements of professional competence, economic-financial capacity and technical-professional capacity and an adequate level of insurance coverage against professional risks. ITA-Tehran has the right to ask each economic operator to provide adequate documentation concerning the human resources employed by the company, reports on the activities effectively implemented in the past, recommendations of third parties and documentation relating to insurance coverage;
 - shall not have been involved in serious defaults and non-performances of contracts with ITA-Tehran which led to the termination of the contract or the revocation of the award in the three-year period preceding the application for registration.
- In case of a consortium, the latter and each of the associated enterprises shall meet the aforementioned requirements.

Art. 4) HOW TO APPLY FOR THE REGISTRATION IN THE SUPPLIERS REGISTER

In addition to what provided by art. 3), at the time of the application for registration, the applicant must provide ITA-Tehran with all the information and documents requested.

The submission by the applicant of the application for the registration does not determine its automatic registration in the Suppliers Register.

Art. 5) ADDITIONAL DOCUMENTS REQUIRED

With reference to the following categories of Suppliers, the following additional information and documents are required:

CONSULTANTS AND SELF_EMPLOYED PROFESSIONALS:

- A resume;

- at least two recommendations, over the last three years, issued by public or private entities for which the professional has implemented assignments, services or supplies similar to those for which he requests the registration.
- or, as an alternative to the recommendations, a certified copy of the original of the contracts, all of them dated not earlier than three years from the date of the application for the registration.

INDIVIDUAL AND COLLECTIVE ENTERPRISES:

- at least two recommendations, over the last three years, issued by public or private entities for which the Enterprise has carried out works, services or supplies similar to those for which he requests the registration.
- or, as an alternative to the recommendations, a certified copy of the original of the contracts, all of them dated not earlier than three years from the date of the application for registration.

Art. 6) SPECIAL DOCUMENTATION

Only with regard to the product market **A01 - "Fair outfitting"** the following documents must be produced

1. the references relating to the main fairs organized over the last three years, a detailed document with all the technical characteristics of the most representative fairs, possibly supplemented by photographic documentation;
2. the list of equipment owned and the extent of factories and warehouses owned.

Attention – The registration in sector A01 shall take place by the competent office only after having assessed the documents referred to in points 1) and 2).

According to the afore-mentioned elements, the registered company may be selected to be invited to the set-up tenders launched by the Agency.

Art. 7) TRANSLATION OF DOCUMENTS

The documentation requested by ITA-Tehran pursuant to the provisions of art. 3) and any other document requested by the Agency, must be previously officially translated into English and legalized by the Iranian Ministry of Foreign Affairs.

The documentation shall be deposited at the headquarters of ITA-Tehran.

Art. 8) TIMING OF DOCUMENTS INVESTIGATION

The documents deposited will be examined and evaluated by ITA-Tehran within 30 days from their receipt and, should these be incomplete or improper, the economic operator will receive a written request for clarifications/integration.

Art. 9) RANDOM CHECK OF REQUIREMENTS

ITA-Tehran has the right to carry out proper checks - also randomly - on the truthfulness of the declarations released by the person who has applied for registration in the Suppliers Register, even in the event of renewal of the application for the registration.

Art. 10) INFORMATION AND DATA UPDATING OBLIGATION

The persons that will be included in the Register shall communicate to ITA-Tehran every variation of the data and information provided for the registration (such as "company name" and "registered office"), within the term of 30 days from the occurrence of the aforementioned variations, otherwise the measures pursuant to arts. 13 and 14 below will be adopted.

Any variation shall be communicated to ITA-Tehran personally or by e-mail.

Art. 11) REGULAR UPDATING OF THE SUPPLIERS REGISTER

The update of the ITA-Tehran Suppliers Register will take place at least once a year. The Office in charge will ask members to update the information by sending an e-mail and a telephone contact.

For the update of the information, the supplier shall go to the headquarters of ITA-Tehran.

Should the supplier fail to reply within 60 days to the request for updating, it will not be selected when tenders are called.

Art. 12) EVALUATION OF THE REGISTERED SUPPLIERS

Note that the registered suppliers who has been engaged for the supply of a good, the provision of a service, or the carrying out of a work for ITA-Tehran are evaluated by the Officer supervising the procedure.

This evaluation is expressed in scores from 1 to 5 (1 very poor, 2 insufficient, 3 sufficient, 4 good, 5 excellent). For each type of supply, different elements of evaluation are took in consideration by ITA-Tehran.

Evaluations are then revised for the purposes of future selections.

Art. 13) SUSPENSION OF THE REGISTRATION

The effectiveness of the registration in the Suppliers Register is suspended for a period of not less than six months and not more than one year, if the supplier is evaluated less than 3 on average.

The suspension can also be ordered when the changes regarding the information contained in the company data are not communicated, if the supplier is involved in a judicial and/or arbitration proceeding with the Agency (up to its end, assumed that the cancellation is not ordered), or if the supplier is guilty of delays in deliveries, negative tests, temporarily broke one of the obligations provided for in the execution of its contract.

The suspension measure is adopted by the Director of the ITA-Tehran Office and can be revoked for: expiry of the period indicated therein; when the interested party provides documented proof that the conditions that led to its adoption are no longer met, or it can be turned into cancellation, when it is ascertained that these conditions are still met.

The suspension will be notified to the interested party in writing, and also by e-mail.

Art. 14) REMOVAL

Removal from the Suppliers Register is ordered when the registered supplier:

1. is found non-compliant with one of the situations mentioned in article 3) hereof;
2. is negatively evaluated;
3. has already been subject to a non-revoked suspension measure or if he/she has been subject to at least 3 suspension measures over 3 years;
4. is found guilty of repeated breaches of contract;
5. has not expressed interest in negotiating for a long time (failure to reply, without reason, to at least three requests for quote in two years);
6. has not provided any information for the requested annual update in two years;
7. no longer meets the requirements it met at the moment of registration.

The interested party will be informed of the removal in writing, also by e-mail.

The removal is ordered by the Director of the ITA-Tehran Office who, at a later time, has the right to readmit the removed person.

Art. 15) PARTICIPATION IN PROCEDURES – SELECTION OF THE REGISTERED OPERATORS

ITA-Tehran reserves the right to decide on the awarding of each individual call for tenders in favor of the persons registered in the Suppliers Register, based on evaluations that take into account both the business potential and a turnover of the bidders among the members of the Register for the same product category, as well as the evaluations referred to in the previous article 12).

With reference to the turnover, the following elements are also taken into account:

- the existence of other ongoing contracts and the quality of the services already rendered;
- the number of members of the category;
- the lack of reply to previous invitations;
- specific requirements (technical-professional and financial) in certain cases.

In some cases ITA-Tehran can also select the names in the Register through random drawing or through scrolling the names in alphabetical order by groups of ten/fifteen operators.

Art. 16) PROCESSING OF PERSONAL DATA

All data relating to the Supplier (including personal data and, more generally, the data requested and obtained from the interested party) of which the Agency comes into possession, in execution of the present Regulation, will be collected and processed exclusively for the purposes of ITA-Tehran, with prohibition of disclosing them to third parties or using them for purposes other than those provided for by this Regulation.

Furthermore, ITA-Tehran undertakes to safeguard, protect and process such data, so as to avoid their unauthorized disclosure.

The provisions of the Regulation shall be deemed to be substituted, modified, repealed or not applied automatically, if the relative content is incompatible with mandatory legislative or regulatory provisions in force adopted by Italy and/or by the Islamic Republic of Iran.

The content of this Regulation is disclosed in the forms and ways deemed most appropriate, so that it is distributed as much as possible

ANNEX B- FAC-SIMILE 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 FRAME CONTRACT, TERM OF 24 MONTHS, FOR AIRLINE TICKETS AND TRAVEL SERVICES, IN FAVOR OF THE ITALIAN TRADE AGENCY- TEHRAN OFFICE**, published on the site of ITA, presents below its best offer.

The commissions or service charges offered are as follows:

FEES APPLICABLE TO AIR TICKETS FOR DOMESTIC DESTINATIONS	
FEES APPLICABLE TO AIR TICKETS FOR INTERNATIONAL DESTINATIONS	
FEES APPLICABLE TO RAIL TICKETS FOR DOMESTIC DESTINATIONS	
FEES APPLICABLE TO RAIL TICKETS FOR INTERNATIONAL DESTINATIONS	
FEES APPLICABLE TO BUS TICKETS FOR DOMESTIC DESTINATIONS	
FEES APPLICABLE TO BUS TICKETS FOR INTERNATIONAL DESTINATIONS	
FEES APPLICABLE TO HOTEL BOOKINGS IN IRAN	
FEES APPLICABLE TO HOTEL BOOKINGS IN ABROAD	
FEES APPLICABLE TO CAR RENTAL SERVICES	
PENALTIES APPLICABLE ON CANCELLATIONS, MODIFICATIONS OF RESERVATIONS, NO SHOW, ETC.	

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.

The undersigned

DECLARES

- the absence of grounds for exclusion
- to be able and in possession of all the conditions required for the stipulation of contracts with public administrations;
- to be in order with the obligations in terms of social charges with regard to the personal employees;
- to have performed similar services in the last years (a brief description of these services in my company profile);
- to have an insurance coverage contract for health assistance, social, employers liability;
- to be registered in the Register of Suppliers of ITA for the following category.....

REQUEST

To be admitted to participate in the procedure for the selection of company for supplying airline tickets and travel services to ITA for 24 months.

It is understood that this request does not give rise to any obligation by ITA for inviting my company to the selection procedure for the supply of the services that are the subject of this expression of interest.

As requested, the undersigned attaches to this offer:

- a document indicating the legal representative of the company allowed to sign the contract
- a copy of the valid identity document
- a company profile

Place and date.....Signature and company stamp.....