

Office of Beirut for Cyprus, Lebanon and Syria

**Beirut 2/1/2019**  
**Prot. 54/20**

**MARKET SURVEY NOTICE**  
**ITALIAN TRADE AGENCY - BEIRUT OFFICE - SELECTION OF ECONOMIC OPERATORS FOR ACQUIRING AIR TICKETING SERVICES (AND TRAVEL SERVICES) FOR A PERIOD OF 12 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, The Italian Trade Agency - Beirut Office provides information, assistance, consulting, promotion and training to Italian small and medium-sized businesses.

**SUBJECT OF THE NOTICE:**

The Italian Trade Agency - Beirut Office is starting a procedure of direct assignment with an economic operator based in Lebanon to acquire air ticketing services (and travel services), in the frame of a contract that will last one year (12 months).

The framework contract will be stipulated in direct assignment according with the provisions of Art. 36, paragraph 2, let. a) 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 anticorruption 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 Italian Trade Agency - Beirut Office, which reserves the right to identify the suitable subject to whom to entrust the assignment.



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In case the received offers are not considered suitable, the Italian Trade Agency - Beirut Office reserves the right not to proceed with the assignment of the service object of this notice.

**CONTENT OF THE REQUESTED SERVICES:**

The service object of the contract consists in the reservation and supply of: airline tickets and travel insurance for individuals or groups, responding to specific needs that will be reported each time by Italian Trade Agency; management of agreements with airlines; possibility of booking changes and issuing of new bookings and/or tickets when necessary for a period of 12 months, according to specific needs of the Italian Trade Agency.

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

**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 with Resolution No. 1097, 26/10/2016 and Resolution No. 206, 1/3/2018).

The lowest price criterion will be adopted for the evaluation of the submitted offers.

**ASSUMED VALUE OF THE CONTRACT:**

The expected level of spending during the one-year contract is equivalent to the counter value of € 38.000,00 (thirty eight thousand Euros), net of VAT, corresponding to the above-mentioned services.

However, The Italian Trade Agency - Beirut Office is not bound to guarantee the levels of expenditure indicated because the use of the service by external parties and The Italian Trade Agency - Beirut Office personnel is conditioned by factors that prevent their precise definition.

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

**DURATION OF SERVICES:**

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. However, the contract can be interrupted by the Italian Trade Agency – Beirut Office within a period of less than 12 months.





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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 1 1, 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.

#### **PARTICIPATION REQUIREMENTS:**

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

- a) to satisfy The Italian Trade Agency - Beirut Office requests in the shortest possible time, considering the nature of the request and the technical times associated with it;
- b) to respect the agreed delivery times;
- c) to deliver the service commissioned from the Italian Trade Agency - Beirut Office according to their instruction.
- d) to provide a trimestral statement of the services provided.

#### **PAYMENTS AND PENALTIES:**

Within the duration of the contract, The Italian Trade Agency - Beirut Office will provide the payment for each service after its delivery within 30 days of the reception of an invoice, bearing the number of the letter of appointment, the code (CO.AN.) and name of the initiative, addressed to: Italian Trade Commission - Trade Promotion Office of the Italian Embassy Presidential Palace Street – Baabda VAT 603- 260148.

In case the requisites indicated in this notice are not respected, The Italian Trade Agency - Beirut Office 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, on the basis of Lebanon and Italian legislation



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g) it is also not admitted the participation of economic operators sanctioned by the Lebanese and Italian regulations with the prohibition of signing agreements and stipulating contracts with public administrations.

**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.

**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.

Mrs. Francesca Zadro the Trade Commissioner of Italian Trade Agency - Beirut Office, is responsible for this procedure. The contact details of the Office are as follows:

Italian Trade Agency — Beirut Office

Trade Promotion Office of the Italian Embassy in Lebanon Trade Promotion

Section of the Italian Embassy

Presidential Palace Street

Baabda 2902-2633 (Lebanon)

Tel. +961.5.959640 Fax +961.5.959644

Email: [beirut@ice.it](mailto:beirut@ice.it)

Website: [www.ice.it](http://www.ice.it)

**HOW TO APPLY:**

This notice will be published on the website of this contracting Agency for a period of 9 days, starting from the day following the date of publication.

Under penalty of exclusion, the offers - prepared according to the model below and that take into account all the indications contained in this notice - must be sent to the Italian Trade Agency - Beirut Office via email at the following address: [beirut@ice.it](mailto:beirut@ice.it) by 7.00 p.m. of 10/1/2020 with attached:

- an offer as per the example below;
- attached The Italian Trade Agency - Beirut Office general terms and conditions of contract dully signed
- a copy of an identity document of the signer of the offer;
- a company profile.



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**EXAMPLE OF OFFER**

(to be written on company headed paper and returned via email to beirut@ice.it by 7.00 pm of the 10/1/2020)

The undersigned \_\_\_\_\_

Born in : \_\_\_\_\_

Resident in: \_\_\_\_\_

Address: \_\_\_\_\_

Owner or Legal representative of the company: \_\_\_\_\_

Legally established in: \_\_\_\_\_

VAT number : \_\_\_\_\_

**USD Bank Account details:**

Beneficiary name: \_\_\_\_\_

Bank: \_\_\_\_\_

IBAN: \_\_\_\_\_

Swift code: \_\_\_\_\_

in relation to the market survey notice of the Italian Trade Agency - Beirut Office - selection of economic operators for the: direct assignment of booking and issuing of airline tickets, and auxiliary assistance services for a period of 12 months issued by the Italian Trade Agency - Beirut Office, published on The Italian Trade Agency - Beirut Office web site <https://www.ice.it/it/mercati/libano/beirut> , presents its best offer below.



The proposed fees are the following:

**COMMISSION ON INTERNATIONAL AIR TICKETS FEES: LBP.....**

**COMMISSION ON CANCELLATIONS FEES : LBP .....**

**COMMISSION ON CHANGE OF RESERVATION FEES : LBP .....**

**COMMISSION ON TRAVEL INSURANCE FEES : LBP .....**

**COMMISSION ON LUGGAGE FEES WHEN NOT INCLUDED IN THE AIRWAY  
TICKET : LBP .....**

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 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, attached to this offer:

- a copy of an identity document of the signer of the offer
- a company profile
- The Italian Trade Agency - Beirut Office general terms and conditions of contract dully signed (*please refer to section below*).

**Place and date**

**Full name**

**Position**

**Signature and company stamp**



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In the execution of the contract, the undersigned 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. 402 on 24 January 2017. The Code of Conduct and Disciplinary procedures of the ICE – Agency is available on the website [www.ice.gov.it](http://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.

By signing the contract, the undersigned declares that they took good note of the "General Conditions of contract" here enclosed and will conform to them.

## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **§ 1- General rules**

(1) ITA, the Italian Agency for export promotion and internationalization of Italian companies (hereinafter refer to as ITA), is a Governmental Agency and, as such, is required to follow and enforce the Italian laws and regulations.

(2) Every entity within the Italian Public Administration shall conform to the principles of loyalty, fairness and transparency. These principles apply to any business relationship with partners, customers and suppliers (hereinafter refer to as "business counterparts").

(3) Any business counterparts will acknowledge the present General Terms and Conditions of Contract, as these will be an integral part of any contracts or agreements signed with ITA.

(4) The General Terms and Conditions of Contract refer to: the Code of Conduct of The Italian Trade Agency - Beirut Office Employees; the Integrity Pact; the rules for the recruitment of The Italian Trade Agency - Beirut Office former employees (Anti-pantouflage clause).

### **§ 2- Code of Conduct**

(1) The Italian Trade Agency - Beirut Office and the business counterparts will act in accordance with the principles stated in the Code of Conduct set by The Italian Trade Agency - Beirut Office for its employees. Respect of these principles is required throughout the tender procedures, the awarding and the performance of the contracts.





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(2) According to the Code of Conduct, both The Italian Trade Agency - Beirut Office 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.

(3) No donations, gifts or endowments can be offered or accepted. The business counterparts should not, under any circumstances, offer to The Italian Trade Agency - Beirut Office employees donations in cash and /or gifts, nor any other benefits. In parallel, it is strictly forbidden to The Italian Trade Agency - Beirut Office employees to accept such donations, gift and benefits.

(4) Should the above-mentioned obligations be violated, The Italian Trade Agency - Beirut Office will be entitled to automatically terminate the contract and to impose disciplinary measures upon the employee/s involved.

(5) The Code of Conduct is available on The Italian Trade Agency website, [www.ice.gov.it](http://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.

### **§ 3- Integrity Pact**

(1) When performing a contract awarded by The Italian Trade Agency - Beirut Office, the business counterparts will abide by and act in compliance with the principles of loyalty, transparency and fairness.

(2) 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.

(3) 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.

(4) The business counterparts will – when so requested by The Italian Trade Agency - Beirut Office – 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.

(5) 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 contact;
- Forfeiting the deposit that covers the performance of the contract;
- Exclusion from the awarding procedures to be called by The Italian Trade Agency - Beirut Office for the next three years.





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

(7) Any acts of corruption or any other offence should be reported to the Director of the Italian Trade Agency - Beirut Office.

**§ 4- Rules for the recruitment of former The Italian Trade Agency - Beirut Office employees (anti – pantouflage clause)**

The Italian Trade Agency - Beirut Office will not conclude any contracts with a business counterpart that has recruited or has assigned any tasks to a former The Italian Trade Agency - Beirut Office employee, if:

- the employment contract between The Italian Trade Agency - Beirut Office and the former employee was terminated for less than 3 years;
- the former employee had bargaining powers or decision-making powers during the last three years of his/her employment.

These circumstances have to be communicated to The Italian Trade Agency - Beirut Office before the conclusion of the contract or at the moment they occur if this happens at a later stage.

Should the circumstances apply, The Italian Trade Agency - Beirut Office will be entitled to terminate the contract or the ongoing negotiation with the business counterpart.

**Place and date**

**Full name**

**Position**

**Signature and company stamp**

