



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 12 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 the Governmental Agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy.

DESCRIPTION OF THE SUBJECT OF THE NOTICE

ITA is launching a tender for the conclusion of a frame contract, duration of 12 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 12 months of validity of the frame contract is € 32,500.00 (euros thirty two thousand and five hundred/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. Should the need for more Services arise during the period of validity of the Frame Contract, not exceeding one-fifth of the total amount of the Frame Contract (Euro 32,500.00), the Client can oblige the Supplier to supply these extra Services at the same condition indicated in the Frame Contract.

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 frame 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 € 32,500.00 (euros thirty two thousand and five hundred/00).

PERIOD OF VALIDITY OF THE FRAME CONTRACT

The frame contract will be valid for 12 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 frame 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:

- Cost of services has to be indicated in Rial.
- Communication in English is mandatory.
- 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;

Please note that before signing the frame 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).

PAYMENTS

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. The invoice should be in Rial.

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.)

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 frame 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 frame contract, ITA will notify the non-fulfilment in writing, providing, if possible, the indications aimed at making the frame 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 frame contract.
4. Should the amount of penalties determined by this article reach 10% of the net value of the frame 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 frame

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 frame 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 frame contract value.

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://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 16 September 2022, also enclosing:

- a document indicating the legal representative of the company allowed to sign the frame 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 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 frame 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. 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.

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. Arash Beikjazani, Tel: 00982188889828.

Giancarlo Albano
Director
ITA-Tehran Office

ANNEX A- FAC-SIMILE OF THE OFFER

ANNEX A- 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 12 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:

(To be indicated in percentage if applicable)

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 12 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 table indicating the rate of commissions for important domestic and international airlines
- a document indicating the legal representative of the company allowed to sign the frame contract
- a copy of the valid identity document
- a company profile

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