

Istanbul, 24.01.2024 Prot. 0007946/24

INVITATION TO QUOTATION FOR BOOKING AND TICKETING SERVICES, PLANNING AND ORGANISATION OF TRAVEL SERVICES AND ANCILLARY ASSISTANCE FOR THE ITALIAN TRADE AGENCY'S (ITA) OFFICE IN ISTANBUL FOR A DURATION OF 24 MONTHS

CIG: N.A.

COAN: VARIOUS

PLEASE READ THIS INVITATION LETTER CAREFULLY AND VERIFY THE REQUIREMENTS IN ADVANCE. INCOMPLETE SUBMISSION WILL NOT BE ACCEPTED. ONCE A COMPLETE SUBMISSION IS RECEIVED, YOU ARE DEEMED TO HAVE UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS INVITATION LETTER

SHOULD YOU HAVE ANY QUESTIONS BEFORE SUBMISSION, FEEL FREE TO CONTACT ITA ISTANBUL AT THE EMAIL INDICATED BELOW.

1, AWARDING ENTITY

The Italian Trade Agency ("ITA") – Istanbul Office, İtalyan Dış Ticaret ve Tanıtım Ajansı - Lütfi Kırdar Uluslararası Kongre ve Sergi Sarayı Darülbedai Cad. N.4 34367, Harbiye, İstanbul – www.ice.gov.it

The Italian Trade Agency is the government entity which promotes the internationalization of Italian companies along with the policies of the Ministry of Foreign affairs and International Cooperation. ITA provides support to Italian and foreign companies. ITA is headquartered in Rome and operates with a network of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses.

ITA provides a wide range of services among which:

- · The selection of business partners;
- Bilateral trade meetings with Italian companies;
- Trade visits to Italy:
- Participation to local fairs;
- Seminars conducted by Italian advisers.

ICE – Italian Trade Commission
Trade Promotion Office of the Italian Consulate
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Certificate N. 38152/19/S ISO 9001 / UNI EN ISO 9001:2015





In Turkey ITA is present in Istanbul. The Istanbul Office is also in charge of Turkmenistan.

For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website www.ice.gov.it (Italian/English).

2. DESCRIPTION OF THE ANNOUNCEMENT

ITA Istanbul office intends to stipulate a framework contract with a duration of 24 months for booking and air ticketing service, planning and organization of travel services, including travel health insurance services, when required, and ancillary assistance for ITA office in Istanbul (Determination n. 3823/21).

This contract is exclusively directed to the category of Travel Agencies with at least one Headquarter in Turkey and duly accredited with a license granted by the General Directorate of Tourism Service of companies and tourist activities of its corresponding autonomous region.

This public announcement is intended to receive offers to encourage the participation of a greater number of potentially interested companies and therefore is not binding for ITA Istanbul office that reserves the right not to proceed with the assignment of the service object of this announcement if the offers were not considered adequate.

3. DESCRIPTION OF THE SERVICES REQUESTED & SERVICES INCLUDED IN THE CONTRACT

This document describes the characteristics and requirements pertaining to the provision by a travel agency (hereinafter "Agency") of booking, ticketing and other travel services, within a framework agreement for the ITA personnel (hereinafter "Italian Trade Agency" or "ITA Istanbul") as well as individuals, if any, not employed with the ITA (involved with its promotions, missions, etc.), whose costs are borne by ITA Istanbul.

The services that are the subject matter of the contract consist of booking, reservation and delivery of tickets (air, rail, car, sea) for travel in Italy, Turkey and other countries, as well as providing the following:

- o domestic and international air tickets;
- planning, organizing and providing domestic and foreign travel, without stopovers or with a maximum of one stopover, for individuals or groups, fulfilling specific needs as indicated each time by ITA;



- possibility of modifying bookings, issuance of new bookings and/or tickets when necessary, without any penalty charged to ITA;
- o possibility of choosing from flight alternatives;
- possibility of choosing 100% refundable air ticket costs in case of cancellation or no-show on the part of the operator(s);
- solutions to unexpected problems without any penalty (for instance, strikes, flight delays or cancellations due to documented and compelling family reasons, bad weather conditions, etc.);
- information relating to passports, visas, papers, flight delays or cancellations etc.;
- collaboration on travel arrangements for delegations representing ITA abroad and mutual exchanges;
- o booking and supply of hotel in Turkey, Italy and other countries;
- o planning, organization and supply of travel packages in Turkey.
- o organizing transfer services in Turkey, Italy or other countries;
- organizing official transfers with an official car and English-speaking drivers
- o Travel health insurance, if required

4. PROCEDURE OF SELECTION

This Framework Agreement has its legal basis in Ministerial Decree 192/2017 (Regulation of the Italian Ministry of Foreign Affairs and International Cooperation which disciplines the procedures of assignment and management of the contracts to be executed abroad)

The contest will be awarded 'based on the lowest price criteria and will apply' surplus commissions for service, provided for each ticket or service requested according to the criteria specified in the article 14 of this announcement "criteria for awarding the contract".

5. FEE - ESTIMATED AMOUNT FOR SERVICES AND TERMS OF EXECUTION

Considering the amount spent by ITA Istanbul for tickets/services in 12 months (the estimation is related to a period before Covid outbreak), the total estimated biannual amount (24 months) corresponds to € 180.000,00, plus VAT (if due). This amount includes commissions and agency fees.

The above amount is purely indicative, as our company reserves the right to avail itself of essential services only.



ITA Istanbul is not bound to guarantee the level of expenditure indicated herein, which is a mere estimate, because the services needed by our personnel are subject to various factors that make it impossible to set a specific amount. Therefore, the actual level of expenditure may be higher or lower than the above amount, based on needs and available budget.

Thus, there will be no monetary adjustments if the annual expenditure for services is below the amount set forth herein.

6. LIFE OF THE CONTRACT

<u>The contract will last 24 months</u>, effective on the day in which it will be signed. The contract will automatically end on its expiration date, without any notification between the parties.

There will be no tacit renewal of this contract.

The duration of the contract in progress may be modified for the time strictly necessary to conclude the procedure for the search for a new agency (according to art. 106, comma 11 of the Italian Public Contract Code). In that case, the benefits under the contract must be maintained in terms of prices, agreements and conditions, or even improve them.

7. MINIMUM REQUIREMENTS FOR PARTICIPATION

To present an offer, the company operating in Turkey, shall meet the following requirements:

- It shall be authorized and licensed to do business in the company's country of residence
- b) It shall possess the license to operate as a travel agency in full compliance with local laws.
- c) It shall have a total turnover for the past five years of at least 400.000,00 €
- d) It shall comply with the requirements requested in the attached form (Annex 2)

The estimated **annual** distribution by type of services, specified purely as an indication based on 1 years' data, is as follows:

DESCRIPTION OF SERVICES No. OF ESTIMATED TRANSACTIONS

Domestic and international tickets including all afore mentioned services 300



8. CONDITIONS FOR THE EXECUTION OF SERVICES

The Agency will be located in Turkey and will ensure the following services:

- meeting the requests from ITA Istanbul as quickly as possible, taking into account the nature of each request and the time required;
- designating at least one agent (meeting all the requirements set forth in Art. 10) working mainly to meet the needs and carry out the services requested by ITA Istanbul;
- delivering and/or making available any tickets requested in Italy or other countries, including electronic tickets;
- opening the offices Monday through Friday, with the following hours: from 9:00am to1:00pm and from 13:30pm to 5:00 pm;
- providing the names of the highly-qualified, Italian and/or English-speaking employees who will carry out all services;
- always applying the best tariffs on the market and those from special agreements, if any;
- o providing ITA Istanbul with analytical statistics on the purveyance of services;
- Issuing and delivering all types of air tickets, rail tickets, etc.
- o All correspondences between agency and ITA will be in English or Italian.

The Agency will provide all the services set forth herein, using its own technical equipment and without charging ITA Istanbul for additional costs in connection with the purchase, rental and maintenance of the devices used for bookings and ticketing.

9. TECHNICAL SPECIFICATIONS OF TICKETING SERVICE

This service involves booking, issuing and delivering all types of air tickets, including travel health insurance, if required.

With regards to trips with several stops, involving more than one carrier, ITA Istanbul may request special route/carrier deals, to reduce costs without affecting the quality of the services provided.

In particular, the services will include:

 Domestic and international ticketing for commercial flights on IATA carriers with no stopovers or one at the most.



The Agency will make bookings and manage the bookings made by ITA Istanbul, checking prices and keeping track of fare fluctuations.

The Agency will provide the best applicable fares for all itineraries, recommending **eventual alternatives** for each flight, itinerary and carrier when ITA Istanbul requests travel arrangements.

The Agency will provide also the best applicable fares for all other services requested (i.e., hotel accommodations, train tickets, limousine services, health insurance, etc.), and will need to provide at least 3 alternatives, where existent, for each service.

10. HOW A SERVICE IS ACTIVATED

A service is deemed to be activated upon request dispatched by e-mail containing all the relevant data necessary to identify the essential conditions of each service.

Within an hour of receiving the e-mail, the Agency will reply by the same means, acknowledging the request.

Except for urgent requests, the Agency shall guarantee the delivery of travel documents by 10:00am on the next day for bookings made no later than 4:00pm on the previous day and by 3:00pm for bookings made after 4:00pm.

The Agency will pay all the costs relating to the issuance of tickets and hotel bookings and all expenses for any and all bookings.

Delivery of paper tickets, if any, to be paid by the Agency, will be made daily to ITA Istanbul, according to what has been requested at the time of booking.

ITA Istanbul reserves the right to change its offices and therefore the address where travel documents must be delivered.

Moreover, the Agency must always provide e-tickets.

Each paper or electronic ticket must be accompanied by a dated and numbered delivery coupon, including name, itinerary, organization name, amount, taxes and fees.

If a flight booking is not ticketed electronically, the Agency must deliver a paper ticket according to the times specified above.



11. FURTHER OBLIGATIONS OF THE AGENCY

The Agency must be familiar with and know all the general factors affecting prices, contractual conditions, and purveyance execution. This is necessary to acquire all data and elements requested to submit a fair and profitable quote for ITA.

In particular, the winning Agency must:

- a) identify the best and most convenient travel itineraries with respect to the destinations requested, in addition to executing bookings and issuing tickets;
- b) allow for the analysis of data to maximize savings and develop the in-house management control, making statistical data available to ITA Istanbul;
- c) provide the services set forth in this document, through its own means and organizational structures, as provided by Articles 3, 8, 9 and 10 of this tender specifications;
- d) use its most reliable and experienced employees to execute the services requested; said employees must be fully available in the hours requested, must meet the technical and professional requirements of the law and need to have worked at least **three** years in the travel business;
- e) must have at least one phone line dedicated to ITA Istanbul for the execution of the services requested:
- detect and take care of any issues that might arise during the execution of services.

Moreover, the Agency must propose computerized ways to simplify ticketing and improve service in terms of time and quality, without additional costs for the Agency nor any obligation to accept them.

12. ORGANIZATIONAL SUPPORT BY ITA ISTANBUL

ITA Istanbul agrees to provide the Agency with a list of the employees authorized to request the services set forth herein.

13. SUBMISSION DEADLINE & REQUIREMENTS

The envelope containing the offers must be received by ITA, under penalty of exclusion from the tender, no later than February 7th, 2024 till 4.00 p.m.

The address where the offers must be mailed to is: İtalyan Dış Ticaret ve Tanıtım Ajansı - Lütfi Kırdar Uluslararası Kongre ve Sergi Sarayı Darülbedai Cad. N.4 34367, Harbiye, İstanbul



Quotations may be delivered by hand during the last three days before the deadline (5 - 6 - 7 of February) at the following times: 10:00 am - 1:00 pm and 2:00 pm - 4:00 pm.

The envelopes containing the quotations will be listed in a special register, showing date and delivery time.

Delivery of the envelope is at the sender's sole risk in case the envelope is received after the deadline for any reason whatsoever.

No offer shall be accepted after the deadline. Incomplete offers will be asked to be completed within a short deadline, under penalty of exclusion.

Quotations, under penalty of exclusion, must be received in one single, sealed envelope, which must be signed on the flap closure and bear on the outside the sender's address (legible address and telephone and/or fax number) and the following caption:

GİZLİ - ZARFI AÇMAYINIZ - ISTANBUL ITA OFİSİ YÖNETİMİ

"ITA İSTANBUL OFİSİ İÇİN UÇAK BİLETİ, OTEL VE TRANSFER REZERVASYONLARI İLE BUNLARA BAĞLI EK SEYAHAT ACENTASI HİZMETLERİ İÇİN TEKLİFTİR- İLGİ: PROT NO. 0007946/24

Receipt of these documents does not imply satisfaction of quotation requirements.

The envelope, under penalty of exclusion, must contain two sealed envelopes that must be signed on the flap closures, bearing the sender's address and, respectively, the captions: "A – Administrative Documentation ", "B – Economic Quotation".

Two envelopes, closed and sealed, indicating on the outer surface the following:

ENVELOPE "A": [indicate NAME of the COMPANY] "Administrative Documentation"

In this Envelope, the company must submit the following documents signed by its director or managing member:

1. This invitation letter initialed on each page (from page 1 to page 15) and duly signed for acceptance (Page 16).



- 2. **Declaration** fulfilled, signed and initialized on each page (art. 46 and 47 Presidential Decree of the Republic of Italy December 28, 2000 n. 445) (Attachment 2)
- 3. A copy of the signer's valid ID (ID or Passport).
- 4. A copy of the license to operate as travel Agency in Turkey
- 5. Profile and presentation of the company
- 6. Declaration with the turnover of the past five years

Incorrect, incomplete or irregular contents in envelope "A" for documentation can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 50/2016 of the Republic of Italy.

ENVELOPE "B": [indicate NAME of the COMPANY] "Economic Offer" concerning the Agency fee"

Envelope "B – Economic offer" must contain the fee proposal. It shall be expressed clearly in numbers and letters, for the execution <u>of each single service</u> by the Agency and <u>signed by the director or managing member of the company, in the case of a group of companies, by the legal representatives of each company in the group.</u>

Multiple offers will not be considered.

The failure to include all the items requested in the Economic Offer (Attachment 1) by this invitation may render your tender void.

Please indicate <u>price information ONLY in your ECONOMIC OFFER</u> and not in your ADMINISTRATIVE DOCUMENTS as that will invalidate your proposal.

14. CRITERIA FOR AWARDING THE CONTRACT - THE CALCULATION PROCESS

ITA Istanbul has the authority to award the contract even if only one bid has been submitted, provided it be deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if the bids received do not comply with the technical and financial contents set forth herein.

The procedure to award the contract is based on "the lowest price", to be determined by applying the criteria below for evaluation and overall score.



The score will be calculated by giving to the lowest offer a maximum score of 100 points according to the following criteria:

- fee applicable to domestic flights maximum 2 points
- fee applicable to international flights maximum 85 points
- fee applicable to domestic and international hotel bookings maximum 5 points
- fee applicable to car transfers and airport shuttles maximum 8 points

using the following formula: (lowest fee/fee offered by the company) * maximum applicable point

Abnormally low tenders (Article 69 of the Directive 2014/24/EU)

Low tenders are considered 'abnormal' if the scores relating to the price and to the other elements being assessed are both at least equal to or higher than four fifths of the maximum score that can be attributed (Article 13, paragraph 1, point a) of the Decree No. 192 - November 2nd, 2017).

15.TENDER PROCEDURE

The opening of the envelope "A- Documentation" will take place on the 8th of February 2022 at 16.00 p.m. at the ITA Office, during an open session, which may be attended only by one authorized representative from each bidding agency.

In the case of administrative documentation complete for all competing companies it will be possible to proceed with the opening of envelope "B – Economic offer" and identify the competitor who has submitted the lowest offer.

In case some of the companies have submitted incomplete documentation in the envelope A they will be asked to produce the missing information within a short term and after this term a new open session will be called for the opening of the envelope B.

The quotation provider who submitted the offer with the lowest price (according to the criteria stated in the Art. 14) will be the "provisional winner". In case of equal score of the companies which have submitted the offer with the lowest quotations, these companies will be requested to send a better proposal.

ITA reserves the right to award the contract even if only one bid has been submitted, provided it be deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems appropriate to exercise the right



of self-protection and if it finds that the bid received do not comply with the contents set forth herein.

The signing of the contract is subject to verification of the company's compliance with the obligation to pay social security, welfare, and insurance contributions (DURC certification) as already self-certified in the Declaration Form attached and will take place after the official notification within the maximum time limit of 15 days. Before signing the contract, the successful bidder is required to establish a specific definitive guarantee, pursuant to art. 15 c. 1 of Ministerial Decree 192/2017 in accordance with the provisions of paragraph 18 "Security deposit)

ITA will send the winning Agency two copies of the contract undersigned by the Director asking them to return one of them countersigned and stamped.

16. PAYMENT TERMS - TRACEABILITY

Italian law does not allow advance payments for public contracts. Therefore, the payment schedule must comply with the following specific criteria:

 The payment shall be made in the installment upon delivery of all services and invoices including the agency fee

Payments will be made by ITA upon submission of original invoices, made out to: Lütfi Kırdar Uluslararası Kongre ve Sergi Sarayı Darülbedai Cad. N.4 34367, Harbiye, İstanbul, issued by the winning service provider.

Pursuant to art. 18 of Ministerial Decree 192/2017, the payment of the amount due to the successful bidder is made using bank transfer. In this regard, we inform you that this tender is identified by the C.I.G. indicated in the subject which must be indicated in the purpose of the payment.

17. LIQUIDATED DAMAGES - PENALTY

Your failure to comply with any provisions of this Agreement will cause ITA to incur substantial economic damages and losses of types and in amounts which are impossible to calculate and assess. As a consequence, instead of actual damages, both parties agree that liquidated damages may be assessed and recovered by ITA against you.

In the event of non-fulfillment, the contracting authority may also apply the following penalties:



- in the event of failure to comply with the obligations relating to the timing referred to in point 10 of this contract, a penalty of € 10.00 may be applied for a single service, without prejudice to compensation for damage, up to a total of 5 times;
- in the event of failure to comply with the obligations relating to the timing referred to in point 10 of this contract exceeding the fifth time, a penalty of € 20.00 may be applied, without prejudice to compensation for damage in any case.

If the amount of the penalty exceeds 10% of the contractual amount, ITA proceeds to declare the termination of the contract, without prejudice to the right to any compensation for damage suffered as a result of the non-fulfillment itself.

In the event of even partial non-fulfillment of contractual obligations, the ITA reserves the right to independently terminate the contract and request compensation for any damage caused.

18. SECURITY DEPOSIT

The winner of the bid must submit a performance surety bond, or a letter of credit that amounts to 10% of the total estimated agency fees' contract value (\in 18.000,00) before signing the agreement. This amount could be reduced to 5% (\in 9.000,00) in case the agency has a quality certification. In this case the agency shall deliver a copy of the document to ITA. The expenses to obtain the performance surety bond or a letter of credit shall be the responsibility of the bidder.

19. SUBCONTRACTING OR TRANSFER OF SERVICES

In the event of recourse to subcontracting, pursuant to art. 14 c. 1 of Ministerial Decree 192/2017, the main contractor:

- 1) takes full responsibility towards the contracting authority for the entire contract;
- 2) indicates in its offer any parts of the contract it intends to subcontract, and the proposed subcontractors;
- 3) it undertakes to identify subcontractors who are in possession of the requisites envisaged by the announcement in relation to the service covered by the subcontract:
- 4) accept that the contracting authority may transfer the payments due directly to the subcontractor for the services provided by him under the contract;
- 5) expressly agrees to replace subcontractors for which reasons for exclusion emerge.

Pursuant to art. 14 c. 2 of Ministerial Decree 192/2017, the maximum percentage



of recourse to subcontracting is 30% of the total amount of the contract.

20. CONTRACTUAL EFFECTIVENESS

All rules and provisions contained herein are binding for the winning Agency from the moment the quotation is submitted, whereas they are binding for ITA only after the signature of the contract.

Important notice

The companies participating in the tender are exempt from the payment of the tender fee required by Italian law.

21. OBLIGATION OF CONFIDENTIALTY AND PROTECTION OF PRIVACY

This company accepts, declares and undertakes to always act in compliance with the GDPR (EU Regulation no. 2016/679) and the Law on the protection of personal data no. 6698 which was published in the Official Gazette of 07/04/2016 and numbered 29677 ("LPDP"). This company accepts and undertakes that all information that may be collected during the execution of this agreement and all information relating to real persons that may be transferred to it are personal data (personal data and / or special personal data must be indicated as "Personal Data" collectively), these Personal Data will be processed in accordance with the LPDP and the conditions of this agreement and / or in accordance with the GDPR (EU Regulation no. 2016/679). ICE Istanbul has the right to appeal to this company for any payment due to an administrative fine delivered to ICE Istanbul for a reason attributable to this company, reserving the rights of indemnity and any other rights provided for in this agreement.

This company is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the ICE-Agency institutional website at www.ice.it/it/privacy.

Access to the tender documents is regulated by Law no. 241

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Mr. MARCO PINTUS** – **The Italian Trade Agency** – **Istanbul, Director.**

ITA is an instrumentality of the Government of the Republic of Italy. The interpretation of all the foregoing terms and conditions shall be made by ITA in its sole discretion. Such interpretation shall be final and binding upon all bidders.



The bidding process is governed under the Ministerial Decree 192/2017 (Regulation of the Italian Ministry of Foreign Affairs and International Cooperation which disciplines the procedures of assignment and management of the contracts to be executed abroad).

Notwithstanding the above, please note that ITA, as a foreign governmental entity with full diplomatic and immunity status, maintains power to irrevocably withdraw the present invitation to bid and/or therefore annul the awarding procedure for any reason and at any point in time without incurring in any liability under any circumstances. In submitting an offer to the current bid, you understand and expressly agree to waive any claim, legal action, and/or remedy based in law or equity that you may have at the time ITA decides or is forced to withdraw and therefore annul the awarding procedure.

22. RULES OF CONDUCT OF CONTRACTORS AND/OR STAFF OF THE CONTRACTOR -CONCESSIONAIRE

In the execution of the agreement, the company to fully respect the Code of Conduct adopted by ITA (Italian Trade Agency) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 547/21 on 23 February 2021. The Code of Conduct and Disciplinary procedure of the ITA is available on the website www.ice.gov.it – at the section "Amministrazione Trasparente"- "Disposizioni generali"- Atti generali:

http://ww2.gazzettaamministrativa.it/opencms/export/sites/default/_gazzetta_amministrativa/ammin

For any breach of obligations under the Code, if considered serious, ITA will have the option to terminate the contract.

23. WHISTLEBLOWING

The ICE-Agency undertakes to protect - in compliance with the legislation on whistleblowing - those who report violations of regulatory provisions that harm the public interest or the integrity of the Administration and of which they became aware in the working context. The reports are managed using an IT application, which guarantees total confidentiality, which can be reached from the link to the



"Whistleblowing" section on the Home Page of the ICE-Agency's institutional website".

24. CONTACT PERSON

The service supplier agrees to designate at least one of their employees as our contact person in charge of providing the services that are the objective of the Specifications attached hereto. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise and answering in a timely manner to any request made by the Italian Trade Agency.

The contact person should not change during the life of the contract. Any modification, barring justified hindrances duly explained by the supplier, must be approved by ITA.

25. REFERRAL RULES

For all other conditions and terms not regulated herein, please refer to the provisions of Ministerial Decree 192/2017; the civil law governing the stipulation of the contract and the execution phase is determined according to the applicable rules of private international law.

26. COMPETENT JURISDICTION

All disputes arising from the contract are referred to the jurisdiction of the Court of Istanbul, excluding the arbitration jurisdiction.

If you have any questions regarding this tender, please send an email to: istanbul@ice.it - Ref. 0007946/24

Cordially,

Marco Pintus

Director

ITA ISTANBU