



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 36 MONTHS, FOR AIRLINE TICKETS AND TRAVEL 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 OF TENDER**

ITA is launching a tender for the conclusion of a frame contract, duration of 36 months, with a company based in Iran (hereinafter referred to as the “**Supplier**”) for acquiring airline tickets and travel services. The purpose of this notice of tender 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 of tender if the offers received are not considered appropriate.

### **Art.3) DESCRIPTION OF THE SERVICES REQUESTED**

The services requested with this notice of tender consist of reservation and supply of:

1. flight tickets for domestic destinations;
2. flight tickets for international destinations;
3. train tickets for domestic destinations;
4. train tickets for international destinations;
5. bus tickets for domestic destinations;
6. bus tickets for international destinations;
7. hotel services in Iran (bedroom, conference hall, restaurant and catering services, technical equipment, etc.);
8. car/bus rental services with driver in Iran;
9. planning, organizing and supplying travel packages in Iran for individuals and groups, meeting the specific needs of each request of ITA;
10. modifying reservations and issuing new tickets of any kind if necessary;
11. providing solutions to unforeseen problems, for example strikes, delays, flights cancellations, etc.;
12. collaborating in organizing trips abroad and in Iran for delegation of ITA;

ICE – Trade Promotion Section of the Italian Embassy

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1518643111, Tehran, IRAN

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

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

Member of CISO Federation



13. providing official declaration of the presence of ITA's delegates on flights, trains, buses, hotels, car rental, etc.;
14. providing information and assistance regarding passports, travel visas, entry requirements, flight delays, cancellations, etc.;

The services mentioned above will be ordered by a "Purchase Order" signed by the Director of ITA.

#### **Art.4) SUPPLIER SELECTION PROCEDURE**

The frame contract will be stipulated by direct negotiations. For the evaluation of the offers regarding this notice of tender, **ITA** will proceed with using the most appropriate criteria. The most appropriate criteria is meant to be the most convenient economic condition offered and indicated by the Supplier in Annex A. The most convenient economic condition is meant to be the one which will represent the lowest cost for ITA in terms of discount or commission.

#### **Art.5) ESTIMATED BUDGET FOR THE SERVICES**

The maximum expenditure ceiling that can be incurred by **ITA** during the 36 months of validity of the frame contract is € 139,900.00 (Euro one hundred and thirty nine thousand nine hundred/00), including VAT and any other applied taxes, duties, etc. and it includes the total amount of the services rendered (travel documents, voucher for hotels and ancillary services provided, etc.) to **ITA**, all agency commissions and all costs included. For the calculation of the maximum expenditure ceiling, ITA will convert every single amount paid to the Supplier, applying ITA monthly accounting exchange rate.

**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 € 139,900.00 (Euro one hundred and thirty nine thousand nine hundred/00).

#### **Art.6) PERIOD OF VALIDITY OF THE FRAME CONTRACT**

The frame contract will be valid for 36 months, from the signing 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 and maintain the services covered by the frame contract - or more advantageous - in terms of prices, agreements and conditions or even improve them.

The calendar that shall be used for this notice of tender is the Gregorian one.  
The calendar that shall be used for the following eventual frame contract is the Gregorian one.

#### **Art.7) CONDITIONS REQUIRED FOR THE PRESENTATION OF AN OFFER**

1. Suppliers interested in submitting an offer have to undertake the following items:
  - Annex A (the offer) has to be filled up and emailed to [teheran@ice.it](mailto:teheran@ice.it);
  - communication in English;
  - respect the agreed delivery times;
  - the offer must contain the economic conditions of the services indicated in Art. 3;
  - utilize for the execution of the services competent and capable staff, in terms of the technical and professional aspects and with at least three years of experience in the respective sector;
  - the Supplier employees have to be covered by liability insurance;
  - to have a valid license to operate as a Travel Agency which it should be in full compliance with local laws and regulations.
2. Before signing the frame contract, the selected Supplier has to register to ITA Supplier list and provide the required documents requested. ITA Supplier list regulation at the following link:  
["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).
3. Provide a valid license to operate as a Travel Agency which it should be in full compliance with local laws and regulations.
4. The selected Supplier has to guarantee the following operating modalities for each single request of service of ITA during the period of validity of the frame contract:
  - every single offer shall be in Rial;
  - every single offer shall include, when possible, at least three different options of all services indicated in Art. 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8;
  - every single offer shall include the most advantageous rates on the market and those resulting from special agreements, if they exist;
  - respond to requests from ITA, according to the timing mentioned in the following eventual frame contract;
  - ensure an effective and transparent cancellation policy, date changes and no-show including refunds and related penalties of the services indicated in Art. 3;
  - assign at least one employee to carry out the services requested by ITA.
  - in case the services indicated in Art. 3 are not issued electronically, deliver a paper version;

## 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:

- The invoices should be in Rial.
- Payments for services provided during the period of validity 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) and the title of the project –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.
- Within 5 working days ITA will verify the regular performance of the services rendered (the service is considered regularly performed when is completely provided, such as the trip is done, the hotel is checked out, the flight is done, etc.) and will send an email to the Supplier asking to issue the invoice. The Supplier should date the invoice and send it to ITA, only after receiving the above mentioned email.
- ITA will make the payment within 10 working days from receiving the invoice.

## 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 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**

Suppliers which 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:

1. participation in a criminal organization
2. corruption
3. fraud
4. money laundering and criminal activity
5. minor child labor and other forms of human trafficking
6. if the Supplier 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 notice of tender is published on the website of ITA <https://www.ice.it/en/markets/iran/work-us> for 15 calendar days from the publication date.

The offers - established according to the model shown below (Annex A) and taking into account the information contained in this notice of tender – must reach ITA by email [teheran@ice.it](mailto:teheran@ice.it) by April 25<sup>th</sup>, 2024 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;
- are not clearly accepting all its contents and the required conditions, which create misunderstandings about ITA's desire to fully respect all the above-mentioned conditions;
- do not contain the necessary information required in this notice of tender;
- increasing price offers or multiple offers.

Each Supplier 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 Supplier, 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 following link:

[https://ww2.gazzettaamministrativa.it/opencms/export/sites/default/gazzetta\\_amministrativa/amministrazione\\_trasparente/agenzie\\_enti\\_stato/agenzia\\_ICE/010\\_dis\\_gen/020\\_att\\_gen/2014/Documenti\\_1389874530679/1689329645623\\_code\\_of\\_conduct\\_2023.pdf](https://ww2.gazzettaamministrativa.it/opencms/export/sites/default/gazzetta_amministrativa/amministrazione_trasparente/agenzie_enti_stato/agenzia_ICE/010_dis_gen/020_att_gen/2014/Documenti_1389874530679/1689329645623_code_of_conduct_2023.pdf)

#### **Art.13) CONFIDENTIALITY OF OBLIGATIONS**

The Supplier 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 the 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 Supplier 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 the 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 of the European Regulation n. 2016/679 ("GDPR"), exclusively within the procedure referred to this tender of 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) ITA PRIVACY POLICY**

The Supplier can acknowledge the information on processing of personal data according to Regulation (EU) 2016/679 ("GDPR") on the Client's website <https://www.ice.it/en/privacy>.



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**Art.16) THE SOLE RESPONSIBLE OF THE PROCEDURE (R.U.P.)**

The sole person in charge of the procedure is Mr. Giancarlo Albano, Director of ITA Tehran. 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.

**For any question please contact Mr. Arash Beikjzani ([Teheran@ice.it](mailto:Teheran@ice.it), tel: 00982188889828).**

**Giancarlo Albano**

Director

Italian Trade Agency- Trade Promotion Section of the Italian Embassy

Tehran Office

**Annexure:**

- **ANNEX A- FAC-SIMILE OF THE OFFER** (to be written on company letterhead and emailed to [teheran@ice.it](mailto:teheran@ice.it))

## Annex A

The undersigned (Name and Surname) ..... born in (City, Country) ..... officially residing in (City, Country) ..... postal code ..... address ..... Legal Representative of the company (company registered name) ..... with its headquarter at (City/Country) ..... Postal code..... Address..... Company National Number ....., within the subject of the notice of tender prot. n. 0042020/24 for the entry of a frame contract, term of 36 months, for airline tickets and travel services in favor of ITA (Italian Trade Agency – Tehran office), published on the site of ITA on April 10<sup>th</sup>, 2024, presents below its best offer:

### OFFER\*

SERVICES OFFERED	ECONOMIC CONDITIONS OFFERED**
Art.3.1 FLIGHT TICKETS FOR DOMESTIC DESTINATIONS	Option 1: <input type="checkbox"/> Discount percentage .....% on the cost of the services offered  Option 2: <input type="checkbox"/> No discount, No commission on the cost of the services offered  Option 3: <input type="checkbox"/> Commission percentage .....% on the cost of the services offered
Art.3.2 FLIGHT TICKETS FOR INTERNATIONAL DESTINATIONS	
Art.3.3 TRAIN TICKETS FOR DOMESTIC DESTINATIONS	
Art.3.4 TRAIN TICKETS FOR INTERNATIONAL DESTINATIONS	
Art.3.5 BUS TICKETS FOR DOMESTIC DESTINATIONS	
Art.3.6 BUS TICKETS FOR INTERNATIONAL DESTINATIONS	
Art.3.7 HOTEL SERVICES IN IRAN (BEDROOM, CONFERENCE HALL, RESTAURANT AND CATERING SERVICES, TECHNICAL EQUIPMENT, ETC.)	
Art.3.8 CAR/BUS RENTAL SERVICES WITH DRIVER IN IRAN	
SERVICES INDICATED IN ART.3.9, 3.10, 3.11, 3.12, 3.13, 3.14. 3.15	FREE OF CHARGE

**\*The offer is valid for 30 days from the date it has been sent to ITA**

**\*\*The offer is valid when only one of the three options is selected and filled.**

# The undersigned

## Declares

- to be aware of what is indicated and provided in the notice of tender and accept its content and conditions 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 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 its employees;
- to have performed similar services in the last years (a brief description of these services in the company profile);
- to have an insurance coverage for the employee's health and social assistance;
- to have understood that this offer does not give rise to any obligation to ITA of stipulating a contract with its company for the supply of the services that are the subject of the notice of tender prot. n. 0042020/24.

## Requests

To be admitted to participate in the procedure for the selection of a company for supplying airline tickets and travel services to ITA for 36 months.

Place and date .....

Name and Surname of the legal representative .....

Signature of the legal representative .....

company stamp

As requested, the undersigned attaches to this offer:

- 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