



ITALIAN TRADE AGENCY

ICE - Italian Trade Commission

Trade Promotion Section of the Italian Embassy

سفارت ایتالیا - بخش توسعه بازرگانی

## **SUBJECT: NOTICE OF TENDER FOR SUPPLYING STATIONARY, 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**

ITA is launching a tender for supplying stationary by a company based in Iran (hereinafter referred to as the “Supplier”). 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 purchase that is the subject of this notice if the offers received are not considered appropriate.

### **Art.3) DESCRIPTION OF THE GOODS REQUESTED:**

1. 410A cartridge, model: Color laserJet Pro MFP M477fdn/fdw
  - 8 black cartridges
  - 5 cyan cartridges
  - 5 magenta cartridges
  - 5 yellow cartridges

Note 1: The Supplier should provide the stationary to no.17, Nelson Mandela Blvd., Unit 15, 7<sup>th</sup> floor, Navak Bldg., 1518643111, Tehran, Iran, within 7 days from the signing day of the contract.

Note 2: Should the need for more goods arise during the period of validity of the contract, not exceeding one-fifth of the total amount of the contract, the Supplier will supply these extra goods at the same conditions indicated in the contract.

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

The contract will be stipulated by direct negotiations. For the evaluation of the offers regarding this notice, ITA will proceed with using the lowest price criteria.

**Art.5) ESTIMATED BUDGET FOR THE SERVICE**

The maximum expenditure ceiling that can be incurred by ITA for this contract is 230,000,000 IRR (Two hundred and thirty million Rials), including delivery costs, VAT and any other applied taxes, duties, etc.

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

From signing date of the contract to the total complying of the obligations. At the expiration date, its effects will cease automatically, without any notification between the parties, without tacit renewal.

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

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

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

1. The price of the goods has to be indicated in Rial.
2. Respond to requests from ITA as quickly as possible, taking into account the nature of the request and the time required to respond.
3. Respect the agreed delivery times.
4. The offer must contain the price of the goods indicated in Art. 3.;

**Please note that before signing the 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)**

**Art.8) PAYMENTS**

In consideration of the goods provided by the Supplier, ITA will pay the agreed compensation, upon presentation of a regular invoice as follows:

1. payments for goods provided will be made on presentation of the related invoice;
2. the invoice should be in Rial;
3. ITA will make the payment within 10 days of receiving the invoice after verifying the regular performance of the services.

**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**

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:

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 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.

#### **Art.11) 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 from the publication date.

The offers must reach ITA by email [teheran@ice.it](mailto:teheran@ice.it) by 23th February 2023, 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.

Offers are not accepted if they:

- are conditioned or not clearly accepting the required conditions, which create misunderstandings about ITA'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.

#### **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\\_1389874530679/1620809957804\\_code\\_of\\_conduct\\_2021.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_1389874530679/1620809957804_code_of_conduct_2021.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 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 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. 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.**



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#### **Art. 15) ITA PRIVACY POLICY**

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

#### **Art.16) RESPONSIBLE OF THE PROCEDURE**

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 Tel: 00982188889828. Any possible requests for clarifications and information must be sent to the email address [teheran@ice.it](mailto:teheran@ice.it).

**For any question please contact Ms. Niloofar Darakeh, Tel: 00982188889828.**

#### **Giancarlo Albano**

Director

Italian Trade Agency- Trade Promotion Section of the Italian Embassy

Tehran Office