



ITALIAN TRADE AGENCY

Addis Abeba Office

Addis Abeba, 21/12/2022

Ref. N.: 0148987/22

CIG: 9561741649

TENDER N.: 8862062

CO.GE: 651502019 (Fee) 652502004 (Rate)

COAN: U226U015P1

Subject: Entrustment pursuant to art. 7 co. 2, letter .b) of D.M. 192/2017 of the service “Staff outsourcing and payroll management” from the day of the beginning of the service contract till 31st of December 2023 - CIG n. 9561741649

1. BACKGROUND

ITA - Italian Trade Agency is the Governmental agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy. ITA is headquartered in Rome and operates with a net of offices worldwide linked to Italian Embassies and Consulates working closely with local authorities and businesses. For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website <https://www.ice.it/en/> (Italian/English).

2. PREMISE

Given that with the “determina a contrarre” signed on 21 December 2022, n. 148/22, of the Italian Trade Agency office of Addis Ababa it has been decided to launch a bid, pursuant to art. 7 co. 2, letter .b) of Legislative.M Decree 192/2017 for the assignment of the service referred in the subject and with the use of the criterion of the lowest price referred to the Article 11 of the aforementioned Ministerial Decree 192/2017.

The sole Responsible of the Procedure is Mr. Riccardo Zucconi.

For **further information** and/or technical and administrative clarifications, please contact, no later than 28th of December 2022, by e-mail to addisabeba@ice.it .

3. DESCRIPTION OF SERVICES REQUESTED

The services requested by ITA, as part of the framework contract, are:

- a) the "Full Temporary Employment Agency Service" including Employee Recruitment & Replacement.
- b) the "Employee Payrolling Service".

4. ESTIMATED CONTRACT VALUE AND LIFE OF THE CONTRACT

The estimated amount of the contract is **€ 110.000,00 – ONE HUNDRED TEN THOUSAND EUROS including VAT**. The duration of the contract is starting from the 09th of January 2023 and ends the 31st of December 2023. The client reserves the right to request an extension of the effectiveness of the contract limited to the time strictly necessary for the conclusion of the procedures for the identification of a new contractor (see Article 106, paragraph 11, Legislative Decree. 50/2016 and ss.mm.ii.) at the same prices, agreements and conditions or more favorable to the client.

The value of the contract in the indicated period could be subject to a decrease or increase taking into account the recruitment and the pay of the employees.

5. PARTICIPATION REQUIREMENTS

The economic operators referred to in art. 9 of D.M. 192/2017.

The participation requirements of the bidders – under penalty of exclusion are as follows:

- a. **General requirements** referred to in Article 9 paragraphs 1 and 3 of Legislative. M Decree 192/2017 **to be declared by filling in Part III, Sec. A, B, C and D, of the Single Requirements Document;**
- b. **Economic-financial/professional requirements** to be declared by filling in Part IV of the **Single Document of Requirements**.
- c. It shall provide the requested services in Kenya, Rwanda, Tanzania & Uganda
- d. It shall be eligible and possess the necessary qualifications, in full compliance with local laws where the recruitment takes place (Kenya, Rwanda, Tanzania & Uganda).

6. TENDER DOCUMENTATION

The tender documentation shall consist of:

1. this invitation letter containing details of how the tendering procedure is to be conducted;
2. Technical specifications (*the technical specifications, which are an integral part of the contract, must contain a detailed description of the service requested, duration of the contract, applicable penalties, payment methods and termination clause*);
3. Single Document of Requirements;
4. Economic offer form.

7. HOW TO SUBMIT THE OFFER

The package containing the offer, **under penalty of exclusion**, must be sealed and transmitted by courier or by hand delivery, that can be made on the working days, until **04th January 2023** at Italian Embassy - Italian Trade Agency Office of Addis Ababa – Kebena, P.O. Box 1105.

The package must be received, **strictly and under penalty of exclusion**, within the hours **12 p.m of the 04th January 2023**, exclusively at the address indicated above.

The timely delivery of the packages remains at the sole risk of the senders, not assuming any responsibility by the ICE-Agency if they do not arrive within the terms of the tender or are not intact. No compensation or reimbursement of costs shall be payable to the bidders for the effect of the submission of the tender.

It should be noted that "sealing" must be understood as an airtight as to make the package and envelopes closed to certify the authenticity of the original closure coming from the tender, as well as guarantee the integrity and non-tampering of the package and envelopes.

The package must bear, externally, the information relating to the bidder: name or company name, tax code, email address for communications and bear the words: **"DO NOT OPEN – Contains offer for service "Staff outsourcing and payroll management" – CIG n. 9561741649**

In the case of associated bidders, already constituted or to be constituted, the information of all the individual participants must be reported on the package.

The package must contain **inside two closed and sealed** envelopes, bearing the sender's name, the indication of the subject-matter of the contract and the words, respectively:

"A - Administrative documentation"

"B - Economic offer"

The failure to seal the envelopes "A" and "B" inserted in the package, as well as the non-integrity of the same such as to compromise the secrecy are causes of **exclusion from the tender**.

- **ENVELOPE A** – must bear, externally, the words **ADMINISTRATIVE DOCUMENTATION** and the **COMPANY NAME** and contain, **under penalty of exclusion**, the documentation listed below, signed by the legal representative or his delegate with power of **representation** (if special prosecutor attach a copy of the relative power of attorney)

pursuant to Article 46 of the DPR nr 445/2000 and ss.mm.ii. accompanied by a valid identification document of the subscriber (only one copy of the identification document is sufficient):

1. **Technical specifications;**
2. **Single Document of Requirements;**

- **ENVELOPE B** – must bear, externally, the words **ECONOMIC OFFER** and the **COMPANY NAME**. In this envelope must be inserted only the economic proposal, relating to all the requested activity. The economic offer must be submitted preferably using the Economic Offer Form attached to the tender documentation.

The economic offer must be, **under penalty of exclusion**, dated and signed in the forms provided for by law for acceptance by the legal representative or his delegate with power of representation (if special prosecutor attach a copy of the relative power of attorney).

The offer must be **valid for 30 days** from its submission.

Submitted offers will not be considered valid if:

- have been received after the maximum time limit laid down or have been presented in a form other than that indicated above;
- do not clearly accept the required conditions, create misunderstandings as to the contractor's willingness to fully adhere to the above conditions or as to the indication of the cost;
- do not contain one or more of the elements requested in this letter of invitation;

Multiple offers will not be allowed. Each bidder must participate by submitting a single offer.

The award will also take place in the case of a single offer if it is judged valid and worthy of acceptance. The ICE-Agency reserves the right not to proceed with the award of the contract, if necessary by virtue of the principle of self-protection. In the event of a tie, the companies that have the same economic offer will be summoned to the ICE-Agency office for the draw in public session. No compensation or reimbursement of expenses will be due to the invited candidate because of the submission of the offer.

8. GUARANTEES TO BE PROVIDED

The winning company will be required to provide a **definitive guarantee, worth 10 percent of the services fees included in the contractual amount**, in the form of a Bank Cheque or a Bank Guarantee letter or an Insurance Guarantee.

The final guarantee may be enforced from the ICE-Agency in the event of fraud or non-performance attributable to the executor of the contract.

9. PRELIMINARY ASSISTANCE

Deficiencies in any formal element of the administrative documentation can be remedied through the preliminary rescue procedure. In particular, in the event of lack, incompleteness and any other essential irregularity of the elements and of the Single Document of the Requirements, except for those relating to the economic offer and the technical offer, ICE-Agency will assign to the bidder a period, not exceeding ten days, for the necessary declarations to be made, supplemented or regularized. In case of unnecessary expiry of the regularization deadline, the bidder is excluded from the bid. Deficiencies in the documentation which do not allow the identification of the content or the person responsible for it, constitute essential irregularities that cannot be remedied.

The provisions of art. 83, co. 9 of Legislative Decree 50/2016 and ss.mm.ii. in the field of preliminary assistance will be applied exclusively to administrative documentation.

10. CRITERION FOR THE AWARD OF THE TENDER AND ANOMALY OF THE TENDER

The tender shall be awarded based on the criterion of the lowest price.

ICE-Agency, before preparing the award, will evaluate the adequacy of the tenders pursuant to the provisions of art. 13 c. 1 letter .b) of Ministerial Decree 192/2017. ICE-Agency has the right to verify the adequacy of any other tender that, based on specific elements, appears abnormally low pursuant to Article 13 c. 2 of Ministerial Decree 192/17.

11. CONDUCT OF THE TENDER

The envelopes received will be opened during the first public session aimed at verifying the regularity of the administrative documentation. **The public session will be held at 2.30 p.m. on the 04th of January 2023 in ICE-Agency premises.** If interested in attending, we inform you that only one legal representative or his delegate will be admitted to the meeting, for each bidding company, with a specific delegation, authenticated in accordance with the law.

Following the verification of the **ADMINISTRATIVE DOCUMENTATION** provided with the **ENVELOPE A**, if the same does not require the activation of the preliminary assistance, we will also proceed to the opening of the **ENVELOPE B** regarding the **ECONOMIC OFFER**.

If the winning company fails to conclude the contract or to start the contract within the time limits laid down, the award will be revoked and the bidder immediately following the ranking will be awarded.

12. AWARD AND STIPULATION OF THE CONTRACT

The positive outcome of the evaluation on the possession of the participation requirements will lead to the stipulation of the contract signed by the delegate of the legal representative of the ICE-Agency.

Before the conclusion of the contract, the successful bidder is required to provide a specific definitive guarantee, pursuant to art. 15 c. 1 of Ministerial Decree 192/2017 according to the provisions of paragraph 6 "Guarantees to be provided".

13. NO SUBCONTRACTS OR TRANSFER OF SERVICES

It is expressly forbidden to resort to subcontracts, in consideration of the nature of the services, which need a trustworthy interlocutor.

14. TRACEABILITY OF FINANCIAL FLOWS

Pursuant to art. 18 of Ministerial Decree 192/2017 the payment of the amount due to the successful bidder is made by the following traceable methods: bank transfer indicating in the subject the **CIG n. 9561741649** – Staff Outsourcing and Payroll Management.

15. PAYMENT OF THE CONTRIBUTION TO ANAC

Pursuant to art. 1 of the ANAC Resolution no. 1174 of 19 December 2018, when contracting Authority is operating abroad; the contracting Authority and the economic operators are exempt from paying the contribution.



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16. CODE OF CONDUCT OF COLLABORATORS AND /OR EMPLOYEES OF THE CONTRACTOR

The successful bidder undertakes, in the execution of the assignment, to comply with the Disciplinary and Conduct Code adopted by the ICE-Agency, due to the provisions of Presidential Decree 62/2013, approved by the Board of Directors with Resolution no. 402/17 of 24.01.2017. The Disciplinary and Conduct Code of the ICE-Agency is available on the website www.ice.gov.it - section "Transparent Administration" - "General Provisions" - "General Acts". The violation of the obligations referred to in the code will entitle ICE-Agency of the right to terminate the contract, if the same is considered serious.

17. REFERRAL RULES

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

18. SETTLEMENT OF DISPUTES

All disputes arising from the contract are referred to the jurisdiction of the judicial authority of the Court of Addis Ababa - Ethiopia, excluding the arbitral jurisdiction.

19. PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS TO TENDER DOCUMENTS

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

Access to tender documents is regulated by Law 7 August 1990 nr. 241.

20. REPORTING OF IRREGULARITIES

By accessing the website www.ice.it – "Whistleblowing" section, available at the following link: <https://ice.whistleblowing.it/#/>, it is possible to report in total confidentiality any "unlawful conduct" found in the context of the contractual relationship, pursuant to Article 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017).

Riccardo Zucconi
Trade Commissioner
Italian Trade Agency - Addis Ababa Office