



INVITATION TO BID

Subject: Invitation to an open procedure for the supply of Human Resources Management Services to provide Italian language teachers for the Italian Embassy Cultural Institute

The Embassy of Italy in New Delhi, hereinafter the “First Party”, with the present invitation to bid, sets an open procedure for the selection of a “Contractor”, to whom entrust the supply of the above services according to the specifications set in the following points.

1.- Object and invitation to tender

1.1 The relations between the “First Party” and the “Contractor” will be regulated by an agreement as per **Attachment 1**

1.2 The selected Contractor will execute the tasks as per **Attachment 2**

1.3 The estimated value of the contract to acquire, decided as tender budget, is of INR 5,400,000 including the taxes for a 1-year contract.

2. - Referent

2.1 The Responsible Official in charge for the Italian Embassy Cultural Centre is Mr. Andrea Anastasio.

3. - Requirements

3.1 The “Contractor” falling under one of the disqualifying reasons as per **Attachment 3** will be excluded.

3.2 The absence of exclusion reasons can be attested by an affidavit sworn before the competent Authority as per model in **Attachment 3**. The Contractor authorizes the Italian Embassy Cultural Centre to verify with the local Authorities the authenticity of the requirements declarations.

3.3 The Contractor has to possess adequate insurance coverage against professional risks.

4. - Award Criterion

4.1 The award criterion will be based on the lowest price.

4.2 The contract will be awarded even if only 1 (one) offer is received, provided it is deemed appropriate and convenient according to provisions of art. 97 c. 6 of the Code 50/2016 (Code of Italian Public Tenders)

5. - Terms and presentation of the offer

5.1 The packet with the offers should be closed and sealed and should clearly mention on the external portion:

- **“DO NOT OPEN: Offer for the supply of Italian language teachers for the Italian Embassy Cultural Centre”**,
- **Denomination of the Contractor, Registered office, address and contacts.**

5.2 In order to be valid the packet should contain two envelopes, all sealed with adhesive tape and mentioning the tender subject, the denomination of the Contractor, the envelopes should mention on the external respectively:

- **Envelope A (Administrative Documents)**
- **Envelope B (Economic Offer)**

5.3 The delivery of the packets is exclusively at the Contractor’s risk. Failure to deliver to the place, by the terms and instructions will entail the exclusion of the bidder. These packets will not be opened and will be returned to the “Contractor”

5.4 The packets containing the offers and the relevant documentation have to be delivered **within 12:00 p.m. of 11th January 2024**, by one of the following means that can be chosen by the “Contractor”:

- by post to the “First Party” at the following address: **Italian Embassy Cultural Centre– Administration Office – 50E Chandragupta Marg (Entry from Nyaya Marg)– Chanakyapuri – 110021 New Delhi;**
- by hand, from 09.30 to 15.30 daily excluding weekends and public holidays (a receipt will be provided);

5.5 in order to demonstrate the delivery within the terms, only the receipt stamp on the packet by the Embassy will be considered valid.

5.6 The offer and the related documents should be written in English.

5.7 Offers containing alternatives, conditions or multiple offers will be excluded.

6. – Content of the envelopes

6.1 Envelope “A – Administrative Documents” must contain the following documents:

- a) Attachment 3, in which the “Contractor” self-certifies the absence of exclusion reasons and fully accepts, with no exception, the dispositions and conditions of this letter and its Attachments;
- b) Attachment 4;
- c) The “Contractor’s” declaration to keep a 180 day validity of the offer;
- d) The mandatory inspection receipt.

6.1.1 The documents referred to in letters a), b) and c) must be duly filled in every part, signed by an authorized person and complete with a copy of the signatory's identification document

6.1.2. In case of any deficiency, or incompleteness or any essential irregularity in the documents requested at paragraph 6.1., the Italian Embassy Cultural Centre will provide a maximum 7 calendar days’ extension to the Contractor to submit, integrate or regulate the required declarations.

6.2 Envelope “B – Economic Offer”

6.2.1 In the Envelope “B – Economic Offer” the Contractor shall submit his best economic offer with respect to the required service.

6.2.2 The economic offers cannot exceed the amount mentioned as tender budget net of indirect taxes and eventual payment for security not subject to discounts, in order to be valid.

6.2.3 The offer should contain the name of the Contractor and be signed by the legal representative or procurer with a copy of a valid id document of the signee.

7. - Opening and evaluation of the offers

7.1 The packages (containing envelopes) and ENVELOPE “A” will be opened by a nominated Selection Board on **11th January at 2 pm**, during a public session taking place virtually on a video conference.

7.2 Only representatives of the bidders will be admitted to the sessions.

8. – Transfer of the Contract and Sub-contracting

8.1 It is forbidden to the Contractor to transfer, completely or in part, the signed contract.

9. – Surety for the correct execution of the contract

9.1 The company which becomes the successful bidder, shall be exempt from furnishing the bank guarantee or insurance guarantee of 10% of the contractual amount, accepting a discount of 2% on the base price of tender.

9.2 The First Party reserves the right to foreclose the Surety in case of fraud or default caused by the contractor.

9.3 The Surety can be gradually released according to the advancement of the contract, with a limit up to eighty percent of the amount guaranteed. The remaining amount shall be released further to the regular completion of the contract.

10. – Clarifications

10.1 Prospective information or clarifications should be submitted to the Italian Embassy Cultural Centre within 15.00 hours of 8th January 2024 and can be made to the following e-mail addresses: admin.iccnewdelhi@esteri.it.

10.2 The Italian Embassy Cultural Centre will reply within 18.00 hours of 8th January 2024 sending to the requiring Contractor an e-mail with all the questions received and the corresponding answers.

11 – Personal data protection

11.1 The First Party guarantees protection of personal data provided by the Contractor as per current GDPR regulation 2016/679 in regards to personal data processing as per details of Attachment 4.


11.2 By signing Attachment 4, the Contractor agrees on the personal data processing by First Party, including the verifications as per paragraph 3.2.

12. – Applicable standards

12.1 The procedure for selecting the Contractor is governed by Italian law.

New Delhi, 29th December 2024




The Officer in charge of the procedure
Andrea Anastasio



AGREEMENT

Subject: Direct Award of Human Resources Management Services to provide Italian language teachers for the Italian Embassy Cultural Centre for the year 2024

Embassy of Italy hereafter called "First Party" with the present agreement awards to [REDACTED] hereafter called "Contractor" to carry out the following:

Art. 1 - Subject

1.1 The contractor shall carry out the service as indicated in the present Agreement.

Art. 2 - Price

2.1 The estimated gross amount is in Rupees 5,400,000 **including the taxes**, as the attached offer which is integral part of this agreement, shall be paid in monthly installments.

2.2 The aforementioned amount is calculated based on the number of estimated total hours for the whole year 2023, as the teachers shall be paid monthly based on the total number of effective teaching hours. Henceforth the amount is to be considered purely indicative and shall be subject even to major variations in relation to the courses activated from session to session in the course of the year.

2.3 The Contractor cannot increase the arranged price per hour stated in the present contract.

2.4 The teachers shall be paid as described in Attachment 1 and 4.

Art. 3 - Duration

3.1 The present contract will become effective when the First Party receives to his own address the acceptance of the award from the Contractor.

3.2 The service assigned will start on 12th January 2024 and terminate on 31st December 2024.

3.3 The assignment expires on the above date, without any need for termination by the First Party. Any renewal, extension implicit or automatic is not laid down.

Art. 4 – Mode of execution

4.1 The contract cannot be given to a third party or sub-contracted.

4.2 The Contractor is under obligation to execute directly the object of the agreement, respecting all the clauses and conditions contained, without omitting or excluding anything contained therein as also all the indications given by the First Party.

4.3 Where in course of service execution, it becomes necessary to increase or decrease the job assigned up to 1/5th of the contractual amount, the First Party may impose upon the contractor to execute the same under the same terms as provided for in the present contract. In such a situation, the Contractor cannot claim his right to terminate the contract.

4.4 Any violation of the provisions of the present article by the Contractor is considered serious non fulfilment and provides termination of the contract.

Art. 5 – Terms and Mode of payment

5.1 The Contractor indicates his bank details wherein the First Party makes payments. The First Party shall not make payments in any other manner than a bank transfer.

- 5.2 In the provided monthly invoices the **CIG number** mentioned by the First Party has to be indicated.
- 5.3 The payment shall be made within 7 days of receiving the invoice, after the verification of the service and simultaneous presentation proving payment of social security contributions and insurance.

Art. 6 – Contact persons

- 6.1 The person in charge of all the procedures is Mr. Andrea Anastasio.

Art. 7 - Requirements

- 7.1 The contractor must present to the First Party Attachment 2 duly filled in all its parts, attesting the absence of reasons for exclusion and possession of the criteria of selection indicated in the enclosure.
- 7.2 The Contractor authorizes the First Party to carry out the verifications with the local authorities to ensure the veracity of the declarations made on the possession of necessary requirements.
- 7.3 The loss of requirements declared for the selection or the subsequent detection of absence of the same, results in the termination of the contract and application of a penalty of 5 per thousand of the contractual amount, without excluding the refund of a bigger damage.

Art. 8 – Penal clauses

- 8.1 If the Contractor defaults on the terms and the provisions contained in the present contract, in the execution of the service, the First Party shall give a written notice of the same giving, if possible, the necessary indications for complying with the disregarded provisions, assigning a suitable time for presenting eventual counterpoints. In the absence of suitable explanations, the contractor shall carry out the instructions given, if not complied within the indicated time, the penal clause of 5 per thousand of the total value of this contract shall be applied.
- 8.2 The notice or the payment of the penalty does not exonerate in any way, the Contractor from completion of the service agreed upon.
- 8.3 If the sum of penalty determined by the present article, reaches 10% of the net contractual amount or in any other case in which, in the course of execution, breaches are detected and are such that considerable damage is caused to the First Party, the latter can terminate the agreement for serious contraventions by the Contractor and the former reserves the right to take legal action to claim damages.

Art. 9 – Termination

- 9.1 The First Party can terminate the agreement during the period of its validity if:
- a) The contract undergoes a major change wherein a new procedure for awarding works, as per Art. 72 of Directive 2014/24/EU enter into force.
 - b) The Contractor is excluded for one of the reasons mentioned in Art. 57 of Directive 2014/24/UE
 - c) The contract should not have been awarded to the Contractor due to serious violations of the obligations mentioned in European treaties and in the Directive 2014/24/EU.
 - d) Strong grounds for terminating the contract have been detected, of breach of the provisions of the present letter of award or another kind of serious noncompliance laid down by the law applicable to the present contract.

Art. 10 – Protection of personal data and responsibility (attached 3)

- 10.1 The Contractor takes all responsibility for accidents and damages caused to the First Party due to shortcomings or negligence committed during the execution of the contract. The Contractor guarantees the confidentiality of the information eventually obtained during the course of the present contract.
- 10.2 The First Party guarantees the protection of personal data supplied by the Contractor as per Italian laws on the same which deal with protection of physical persons vis-a-vis treatment of personal data.
- 10.3 The contractor and the First Party are responsible for the obligations imposed upon them by the Italian norms on the subject of protection of physical persons with regard to the treatment of personal data.
- 10.4 The obligations taken upon themselves by the Contractor with the acceptance of the present contract does not result in any way an employment agreement or job of any title between the First Party and the personnel used by the Contractor. They do not give rise to any claim towards the First Party, outside whatever has been laid down here. The said personnel may carry out only those activity as laid down by

the present agreement, considering that any other activity is unauthorized. The Contractor is responsible for making his personnel, what job title they may have, aware of the present clause.

Art. 11 – Final Provisions

11.1 No clause herein expressed, may be interpreted as an implicit or explicit surrender of immunity given to the First Party as per International Laws.

11.2 The present contract is regulated by the Local Indian law, if it does not contradict Italian Law. In case of controversy the Parties mutually appoint n. 3 arbitrators.

11.3 The present contract contains the complete statement of the obligations of the First Party and the Contractor and may be modified only with another contract having the same format, excluding any other mode of modification of the obligations of both.

New Delhi

The Contractor	The First Party
[Name and Surname]	Mr Andrea Baldi

1. JOB ASSIGNED

Native and not native Italian teachers for Italian language courses held at the Italian Embassy Cultural Centre both in online and offline mode. The classes shall be carried out mainly at the Italian Cultural Centre (50-E Chandra Gupta Marg, Chanakyapuri, 110021, New Delhi) and on an online platform, with the possibility of service outside the Centre within the city of Delhi and neighboring areas as decided by the Cultural Centre.

According to the demand, the courses can be held at different timings, from 8 am to 8 pm, including weekends.

Standard courses are held over a period of three months (54 hours in total) during the entire year. If necessary, other kinds of courses of different durations will be organised. The number of teachers may vary according to courses started from session to session.

The teachers are paid per hour, according to the number of actual teaching hours. The compensation is 1100 INR per hour for Monday to Friday courses, and 1320 INR per hour for weekend courses. The payment shall be made on monthly basis. The successful applicant company will be responsible for the payment of any social security charges.

2. SPECIAL REQUIREMENTS

- a) The Contractor has to possess solid economic and financial capacity;
- b) The initial staff will be provided by the client as the staff currently on duty will be absorbed;
- c) The Contractor has to provide appointment letter and company badges to all the staff;
- d) The Contractor shall provide for any substitution as and when need arises in absence of any staff (Italian language teachers);
- e) The staff sent to replace the current one must have a good knowledge of the spoken English and it is essential that the teachers possess excellent knowledge of the Italian language with documented proof of academic qualifications and teaching experience. Non-native Italian teachers must possess one of the following:
 - A degree in Italian language and culture
 - A certification of level C1 or higher
 - A certificate of successful participation at one of the Training courses organised by this Cultural Centre
- f) The Contractor must guarantee a salary no less than that currently received (**Attachment 4**), as per the current Minimum Wages;
- g) The Contractor has to comply with State and Local Law relating to the leaves entitled to the staff;
- h) The Contractor has to present monthly invoice on or before 28th day of Month;
- i) The contractor has to pay off salaries of all teachers on or before 3rd day of next month;
- j) The contactor has to provide each month salary slips

SOLE REQUIREMENTS DOCUMENT
(DGEU documento unico gara europea – single European Tender document)

All the information requested must be entered by the Contractor, except where expressly indicated

PART I
INFORMATION ON THE TENDERING PROCEDURE AND THE CLIENT

Identity of the Client	Answer:
Name:	
Name or brief description of the contract:	Italian Language Teachers
CIG	

PART II: INFORMATION ON THE CONTRACTOR

A. Contractor identification data	Answer:
Name:	[.....]
VAT number if any (tax code, National identification number, company registration, etc.)	[.....]
Postal address and Post Code:	[.....]
Contacts:	[.....]
Telephone:	[.....]
PEC or e-mail:	[.....]
(website - <i>if any</i>):	[.....]

B. Representatives of the Contractor, if any:	Answer:
Full name	[.....]
Date and place of birth	[.....]
Job title/position:	[.....]
Postal address:	[.....]
Telephone:	[.....]
E-mail:	[.....]
If necessary, give details of the representation (form, scope, purpose):	[.....]

C. General information:	Answer:
<p>Where relevant: Is the Contractor on an official list of contractors, suppliers or service providers or does it have a certificate issued by accredited bodies in accordance with Article 90 of the Code (D.L. 18/04/2016, n.50)?</p> <p>In addition to any certifications and entries in official lists, indicate in particular the details of registration with the Chamber of Commerce, Industry, Crafts and Agriculture or equivalent body in the state of origin of the foreign Contractor.</p> <p>If yes:</p> <p>Answer by filling in the other parts of this section</p> <p>a) Enter the name of the list or certificate and, if applicable, the registration or certification number</p> <p>b) If the certificate of registration or certification is available electronically, indicate:</p> <p>c) Enter the references on the basis of which the entry or certification was obtained and, where applicable, the classification received in the official list (^):</p> <p>d) Does the registration or certification include all the required selection criteria?</p> <p>e) Will the Contractor be able to provide a statement concerning the payment of social security contributions and taxes, or will it be able to provide information enabling the contracting authority or contracting entity to obtain such a document directly by accessing a national database which is available free of charge in any Member State?</p> <p>If the relevant documentation is available electronically, indicate:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>a) [.....]</p> <p>b) (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]</p> <p>c) [.....]</p> <p>d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>a) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(web address, issuing authority or body, precise reference of the documentation) [.....][.....][.....][.....]</p>

Mode of participation:	Answer:
Does the Contractor participate in the tender procedure together with others ^(B) ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please ensure that the other operators concerned provide a separate DGEU.	
<p>If yes:</p> <p>a) Specify the role of the Contractor in the grouping, i.e. consortium, EEIG, business network referred to in Article 45(2)(d), (e), (f) and (g) and Article 46(1)(a), (b), (c), (d) and (e) of the Code (lead partner, person responsible for specific tasks, etc.):</p> <p>b) Indicate the other Contractors involved in the tender procedure:</p> <p>c) If applicable, indicate the name of the participating grouping:</p> <p>d) If applicable, indicate the names of the Contractors who are members of a consortium as referred to in Article 45(2)(b) and (c) or of a company of professionals as referred to in Article 46(1)(f) performing the services covered by the contract.</p>	<p>a): [.....]</p> <p>b): [.....]</p> <p>c): [.....]</p> <p>d): [.....]</p>

D: Information concerning subcontractors on whose capacities the Contractor does not rely (Article 105 of the Code - Subcontracting)	
Subcontractor:	Answer:
Does the Contractor intend to subcontract part of the contract to third parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If yes:</p> <p>List the services or works you intend to subcontract and their share (expressed as a percentage) of the contract amount:</p> <p>If the conditions set out in Article 105(6) of the Code are met, indicate the name of the proposed subcontractors:</p>	<p>[.....] [.....]</p> <p>[.....]</p>

^B Specifically in the context of a grouping, consortium, joint venture or other arrangement

PART III: GROUNDS FOR EXCLUSION

A: Grounds for exclusion relating to criminal convictions

Excluded from participation in the selection are those who have been convicted, with a final criminal sentence, in Italy or in the country where the contract is carried out, for one or more of the following reasons: (1) participation in a criminal organisation; (2) corruption; (3) fraud; (4) terrorist offences or offences connected with terrorist activities; (5) money laundering or terrorist financing; (6) child labour and other forms of trafficking in human beings; (7) any other offence from which the inability to contract with the public administration derives. The relevant situations for exclusion are those provided for by Italian law, as well as:

- in the Member States of the European Union, the situations indicated in the national legislation that transposed Article 57 of Directive 2014/24/EU;
- in non-EU countries, the equivalent situations provided for by local criminal law.

A. Reasons for criminal convictions	Answer:
1) Has the Contractor or a member of its management or supervisory bodies or any person with powers of representation, decision making or control in the Contractor been convicted of any of the above by a final judgment delivered no more than five years ago or following which an exclusion period laid down in the judgment still applies?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) If yes, indicate (repeating as many times as necessary): (a) the date of conviction, as between 1 to 7 and the grounds for conviction; (b) identification of convicted persons; (c) the duration of the period of exclusion laid down in the conviction.	a) Date: [.....], Duration of sentence: [.....] Reasons: [.....] b) [.....] c) duration of the exclusion period [.....]
3) In the event of convictions, what measures has the Contractor taken to demonstrate its reliability (self-cleaning)?	[Indicare misure adottate]

B: Grounds for exclusion relating to the payment of taxes or social security contributions

B. Payment of taxes, duties or contributions	Answer:
1) Has the Contractor fulfilled all the obligations relating to the payment of taxes, duties or social security contributions, in the country where it is established, in Italy and in the country where the contract is carried out?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) <u>If No</u> , indicate: a) the country where the non-compliance occurred; b) the amount; c) how non-compliance has been established; d) measures taken to rectify the situation;	a) [.....] b) [.....] c) [.....] d) [.....]

C: Grounds for exclusion relating to insolvency, conflict of interest or professional misconduct

C. Information on any situations of insolvency, conflict of interest, etc. professional interests or offences	Answer:
1) Has the Contractor, to the best of its knowledge, failed to fulfil its obligations in respect of health and safety at work, environmental, social and labour law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) The Contractor is in one of the following situations or is subject to a procedure to determine one of the following situations: a) bankruptcy, insolvency proceedings, liquidation, composition with creditors, receivership or any other similar situation? b) has ceased its activities?	a) <input type="checkbox"/> Yes <input type="checkbox"/> No b) <input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has the Contractor been guilty of serious professional misconduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4) Has the Contractor entered into agreements with other Contractors with a view to distorting competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5) Is the Contractor aware of any conflict of interest linked to its participation in the tender procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6) Did the Contractor or an associated company advise the client or otherwise participate in the preparation of the award procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7) Has the Contractor already had experience of early termination of a previous public contract or has it already been awarded damages or other penalties in relation to a previous public contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8) Has the Contractor: a) been guilty of serious misrepresentation in supplying the information required to check that there are no grounds for exclusion or that the selection criteria have been complied with? b) concealed that information? c) been able to transmit the additional documents requested by a customer without delay? d) attempted to unduly influence the decision-making process of a Client? e) attempted to obtain confidential information that might give it undue advantage in the tender process? f) provided misleading information which may have a significant influence on decisions concerning the tendering procedure?	a) <input type="checkbox"/> Yes <input type="checkbox"/> No b) <input type="checkbox"/> Yes <input type="checkbox"/> No c) <input type="checkbox"/> Yes <input type="checkbox"/> No d) <input type="checkbox"/> Yes <input type="checkbox"/> No e) <input type="checkbox"/> Yes <input type="checkbox"/> No f) <input type="checkbox"/> Yes <input type="checkbox"/> No
9) <u>If the answer to any of the questions in section C is yes</u> , what situations have arisen and what measures has the Contractor taken to demonstrate its reliability (self-cleaning)?	[Specify the actions taken]

D: Grounds for exclusion under Italian law and equivalent situations under the law of the country where the contract is carried out

D. Grounds for exclusion under Italian law	Answer:
Is the Contractor in one of the following situations?	
1) Are there any grounds for revocation, suspension or prohibition under the anti-Mafia legislation?	1) <input type="checkbox"/> Yes <input type="checkbox"/> No
2) Is it subject to infiltration by organised crime?	2) <input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has it been subject to a ban on the exercise of its activity or to any other sanction which entails a ban on contracting with the public administration?	3) <input type="checkbox"/> Yes <input type="checkbox"/> No
4) Is it listed in the computer records kept by the National Anti-Corruption Authority for having submitted false declarations or false documents for the purpose of issuing the qualification certificate, for the period during which the registration continues?	4) <input type="checkbox"/> Yes <input type="checkbox"/> No
5) Has it violated the prohibition of trust registration?	5) <input type="checkbox"/> Yes <input type="checkbox"/> No
6) Does it comply with the rules on the right of disabled people to work?	6) <input type="checkbox"/> Yes <input type="checkbox"/> No

7) if it has been the victim of extortion and extortion crimes committed by organised crime or by those who wanted to facilitate the activities of organised crime and there is no case of necessity or legitimate defence, has it reported the facts to the criminal prosecution authorities?	7) <input type="checkbox"/> Yes <input type="checkbox"/> No
8) Is it in relation to another participant in the same award procedure, in a situation of control or in any report, even de facto, if the control situation or report implies that the bids are attributable to a single decision-making entity?	8) <input type="checkbox"/> Yes <input type="checkbox"/> No
9) Has it stipulated employment or self-employment contracts and, in any case, has it assigned tasks to former employees of the client who have terminated their employment for less than three years and who in the last three years of service have exercised authoritative or negotiating powers on behalf of the client with the same Contractor (<i>pantouflage or revolving door</i>)?	9) <input type="checkbox"/> Yes <input type="checkbox"/> No

PART IV: SELECTION CRITERIA

A: Suitability (Article 83(1)(a) of the Code)

Suitability	Answer:
<p>1) Registration in a professional or trade register kept in the Member State of establishment ^(C)</p> <p>If the relevant documentation is available electronically, provide:</p>	<p>[.....]</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>
<p>2) For service contracts:</p> <p>Is a particular authorization or membership of a particular organisation (list, register, etc.) required in order to be able to provide the service in question in the country of establishment of the Contractor?</p> <p>If the relevant documentation is available electronically, provide:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please specify which documentation and whether it is available to the Contractor: [...] <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>

^C In accordance with the list in Annex XI to Directive 2014/24/EU; economic operators in certain Member States may have to comply with other requirements of that Annex.

B: Economic and financial standing (Article 83(1)(b) of the Code)

Economic and financial standing	Answer:
<p>1) The annual ('general') turnover of the Contractor for the number of years required in the relevant notice or tender documents is as follows (best three years in the last five years):</p> <p>If the relevant documentation is available electronically, provide:</p>	<p>financial year: [.....] turnover: [.....] [...] currency financial year: [.....] turnover: [.....] [...] currency financial year: [.....] turnover: [.....] [...] currency</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>
<p>2) The Contractor's total annual turnover in the sector of activity covered by the contract and specified in the relevant notice or tender documents for the number of years required is as follows (best three years in the last five years):</p> <p>If the relevant documentation is available electronically, provide:</p>	<p>financial year: [.....] turnover: [.....] [...] currency financial year: [.....] turnover: [.....] [...] currency financial year: [.....] turnover: [.....] [...] currency</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>
<p>3) If the information on turnover (general or specific) is not available for the whole period requested, indicate the date on which the Contractor was set up or started its activities:</p>	<p>[.....]</p>
<p>4) The amount insured against occupational risks is as follows (Article 83(4)(c) of the Code):</p> <p>If the relevant documentation is available electronically, provide:</p>	<p>[.....] [...] currency</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>

C: Technical and professional skills (Article 83(1)(c) of the Code)

Technical and professional skills	Answer:								
<p>1) Only for public supply and service contracts:</p> <p>During the reference period, the Contractor delivered the following main supplies of the specified type or provided the following main services of the specified type: Indicate in the list the total amounts of works and the amounts broken down by categories, dates and recipients, public or private (D):.</p>	<p>Number of years (period specified in the relevant notice or tender documents):</p> <p>[10]</p> <table border="1" data-bbox="774 369 1332 510"> <thead> <tr> <th>Description</th> <th>sums</th> <th>dates</th> <th>receivers</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Description	sums	dates	receivers				
Description	sums	dates	receivers						
<p>2) It has the following technicians or technical bodies (E) at its disposal, mentioning in particular those responsible for quality control:</p>	<p>[.....]</p> <p>[.....]</p>								
<p>3) It uses the following technical equipment and takes the following measures to ensure quality and has the following study and research tools at its disposal:</p>	<p>[.....]</p>								
<p>4) For the supply of products or the provision of complex services or, exceptionally, of products or services required for a particular purpose:</p> <p>Will the Contractor allow verification (F) of his production capacities or technical facilities and, where appropriate, of the study and research resources at his disposal and of the measures taken to ensure quality?</p>	<p>[] Yes [] No</p>								
<p>5) Please provide details of their educational and professional qualifications:</p> <p>a) the same service provider or contractor, and/or (depending on the requirements in the relevant notice or tender documents)</p>	<p>a) [.....]</p>								

D In other words, all recipients must be indicated and the list must include public and private customers of the supplies or services in question.

E For technicians or technical bodies which are not an integral part of the economic operator but on whose capacities the economic operator relies as provided for in Part II, Section C, separate EU DGs must be completed.

F The verification shall be carried out by the contracting authority or, if it so agrees, on its behalf by a competent official body of the country in which the supplier or service provider is established

b) the components of the technical-operational structure/working groups:	b) [.....]
6) The average annual number of employees of the Contractor and the number of managerial staff over the last three years are as follows:	Year, average annual number of employees: [.....],[.....], [.....],[.....], [.....],[.....], Year, average annual number of managerial staff [.....],[.....], [.....],[.....], [.....],[.....]
7) The Contractor shall have at its disposal the following equipment, installations and technical installations for the execution of the contract	[.....]
8) With regard to any other technical and professional requirements specified in the relevant notice or tender documents, the Contractor states that: If the relevant documentation, if any , specified in the relevant notice or tender documents is available electronically, indicate:	[.....] (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....]

Part V: FINAL STATEMENTS

I, the undersigned/The undersigned formally declares/declare that the information provided in parts II to IV is true and correct and that I the undersigned/The undersigned is/are aware of the consequences, including of a criminal nature, of a serious misrepresentation, provided for by Italian and local law.

I, the undersigned/The undersigned hereby certifies/certify that I/they do not have the grounds for exclusion set out in Part III and that I/they meet the requirements set out in Part IV.

I, the undersigned/The undersigned formally authorises/ authorise the Client, indicated in part I, to carry out checks with the competent local authorities on the truthfulness of the declarations made on the requirements.

I, the undersigned/The undersigned accepts/accept without reservation or exception the provisions and conditions contained in the letter of invitation and Annex 2 to that letter, which are an integral part thereof.

[Location and date]

[name, surname and capacity of the signatory(s)]

**ATTACH A COPY OF EACH SIGNATORY'S IDENTITY DOCUMENT.
IF REQUIRED BY LOCAL LAW TO GIVE THE DECLARATION THE EFFECTIVENESS OF A SWORN DECLARATION, THE DECLARATION MUST CONTAIN THE PROOF THAT IT HAS BEEN MADE BEFORE THE COMPETENT LOCAL AUTHORITY.**

**STATEMENT ON THE PROTECTION OF NATURAL PERSONS
WITH REGARD TO THE PROCESSING OF PERSONAL DATA**
Regulation (EU) 2016/679, Art. 13

The processing of personal data is based on the principles of lawfulness, fairness and transparency to protect the rights and fundamental freedoms of individuals.

For this purpose, the following information shall be provided:

1. The data controller is the Ministry of Foreign Affairs and International Cooperation (MAECI) of the Italian Republic, which, in the specific case, operates through [name of the head office abroad, address, e-mail, telephone].
2. The MAECI has a personal data protection officer who, in case of questions or complaints, can be contacted at the following addresses (Ministry of Foreign Affairs and International Cooperation, Piazzale della Farnesina 1, 00135 ROMA, tel. 0039 06 36911 (switchboard), e-mail: rpd@esteri.it; pec: rpd@cert.esteri.it).
3. The personal data requested are necessary for the selection of the Contractor to whom the service subject of the contract will be awarded.
4. The provision of data is an obligation under Italian law and any refusal to provide the requested data will result in exclusion from the selection procedure or from the award.
5. The processing will be carried out manually or electronically by specially appointed personnel.
6. The data will be communicated to the internal and external control bodies of MAECI. By signing this statement, the interested party gives his consent to the communication of such data also to the competent local authorities for their verification and to the publication of the essential elements of the contract stipulated on the website of the client in accordance with the Italian legislation on the transparency of public contracts.
7. The data shall be stored for a maximum period of 5 years from the time the contractual relationship is terminated for completion of performance or for any other reason, including termination for non-performance. This period shall be suspended if judicial proceedings are initiated.
8. The data subject may request access to and rectification of his/her personal data. In such cases, the data subject shall submit a request to the addresses indicated in point 1, informing the MAECI Data Protection Officer for information at the addresses indicated in point 2.
9. If the data subject considers that his or her rights have been violated, he or she may lodge a complaint with the MAECI Data Protection Officer. Alternatively, you can contact the Guarantor for the protection of personal data (Piazza di Monte Citorio 121, 00186 Rome, tel. 0039 06 696771 (switchboard), e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or the judicial authority.

[Location and date]

Signature of the interested party for acknowledgement and acceptance

Category	Per Hour Gross Salary- weekdays (Mon-Fri)	Per Hour Gross Salary- weekend (Sat-Sun)
Italian Teacher	₹1100	₹1320