

DECISION TO CONTRACT OUT

SELECTION PROCEDURE FOR AN EXTERNAL SERVICE PROVIDER TO SUPPORT THE ITALIAN CONSULAR / DIPLOMATIC MISSION IN THE PROCESSING OF VISA APPLICATION

The Consul General of Italy Leonardo Bencini

HAVING REGARD TO the Vienna Convention on Diplomatic Relations of 18 April 1961;

HAVING REGARD TO the Vienna Convention on Consular Relations of 24 April 1963;

HAVING REGARD TO Article 97 of the Constitution of the Italian Republic;

HAVING REGARD TO the Presidential Decree no. 18 of January 5, 1967, regarding the "Statute of the Ministry of Foreign Affairs";

HAVING REGARD TO the Regulation (EC) No. 539/2001;

HAVING REGARD TO the Regulation (EU) No. 810/2009;

HAVING REGARD TO the Opinion of the "Avvocatura Generale dello Stato" prot. n. 256929 of the 10.08.2010, on the rules applicable to the outsourcing of services by the Diplomatic and Consular Missions;

HAVING REGARD TO the Guide to the "Outsourcing of services in the public administration", drafted in 2005;

WHEREAS over the years an increasing number of Italian diplomatic and consular missions have externalized the preparatory procedures to issue entry VISAs. Such collaboration has led to a significant increase in the number of visas granted by Italy and to excellent quality of services offered to VISA applicants.

WHEREAS this Office intends to outsource the services related to, connected with or subsequent to the issuing of entry visas to Italy, in order to cope with the growing demand for visas and the need to streamline the issue procedure;

WHEREAS, according to the Opinion of the "Avvocatura Generale dello Stato", the outsourcing procedure must be implemented according to the guiding principles of good performance, fairness, cost-effectiveness, efficiency and transparency;

Bearing in mind that the outsourcing contract will be governed, except where otherwise stated, by Italian law and subject to the provisions of immunity according to the Vienna Convention on Diplomatic Relations and the Vienna Convention on Consular Relations;

DECIDES

1. To authorize the launching of a tender to select an external- service provider to support the Mission in the processing of entry visa applications to Italy, in accordance with the principles of art. 30 of Italian Legislative Decree no. 163/2006.

2. For the purposes of this procedure, the following definitions are adopted.

"VISA" means individual entry visa to Italy, type C [Or other types of visas: for example national visas, ADS visas, etc.]

"OFFICE" means the Consular Office or the consular section of the Embassy or Consulate responsible for issuing the visa.

"OUTSOURCER" means the company identified through the selection procedure that will be part of the contract.

"MINISTRY" means the Ministry of Foreign Affairs of the Republic of Italy.

"USER" means the VISA applicant using the services provided by the Outsourcer.

3. The selected Outsourcer will be asked to support the Office in the processing of Visa applications as follows, in accordance with the Specifications. The Outsourcer shall:

- a) providing general information on visa requirements and application forms;
- (b) informing the applicant of the required supporting documents, on the basis of a checklist;
- (c) collecting data and applications (including collection of biometric identifiers) and transmitting the application to the consulate;
- (d) collecting the visa fee;
- (e) managing the appointments for appearance in person at the consulate or at the external service provider;
- (f) collecting the travel documents, including a refusal notification if applicable, from the consulate and returning them to the applicant

The Outsourcer agrees to process personal data in accordance with Legislative Decree 196/2003 and Annex X to Regulation (EU) n. 810/2009.

4. Outsourcing of VISA-related services does not entail any burden onto the State budget

The Outsourcer is entitled to direct payment by the User for every VISA application, as provided in the bid. No cost is borne by the Diplomatic Mission or to Italy. The average annual flow of visas over the last three years was 60.0000.

Two years after signing the contract, and at the end of each and every year, the Parties can agree to adjust the service charge, only in case of a proven increase in the costs incurred by the Outsourcer.

In accordance with EU law, the service charge related to a Visa application may not exceed, in total, half of the administrative fees payable to the Office. For this purpose, a cost ceiling is set for call centre booking/information. The cost of this service, combined with all other costs related to individual VISAs shall not exceed the aforementioned limit.

5. The contract shall last 3 years. Should the Office intend to maintain an external service, it shall either start a new selection procedure within six months before the termination of the contract, or renew the existing contract in a written form, up to a maximum of 3 years. In such a case, the office will review the contract according to the Visa Code.

Should Italy host large sport, tourism, economic, social or promotional events which are likely to affect the number of visa applications, the Office has the right to withdraw or extend the contract with a minimum 6-months notice.

6. The Office and the Outsourcer shall sign the outsourcing contract within 30 days from the notification of the result of the selection procedure. The contract is immediately binding for the parties.

7. The Outsourcer shall ensure that its staff is properly trained for the service provided. At least one employee out of every ten must be fluent in Italian. The number of employees shall be proportional to the number of issued visas per year, according to the last three years data, as follows:

- number of visa up to 50.000 : 30 of employees
- between 50.001 and 75.000 : 35 of employees
- between 75.001 and 100.000 : 40 of employees

To grant an adequate level of efficiency, the Outsourcer shall adjust the number of employees according to the number of Users, as recorded on quarterly surveys.

The Office shall exert guidance and control over the Outsourcer's activity and shall ensure that the Outsourcer complies with the terms and conditions of the contract and with Italian and European laws on visa. The Outsourcer shall comply with the Office's instructions and the guidelines on the requirements to apply for a Visa, the technical compliance and the service organization. The Outsourcer's activity shall be based on the principles of transparency and fairness.

8. The following documents are approved as essential part of the selection procedure:

- the Call for tender ;
- Rules of participation ;
- Specification ;
- Application form ;

9. In accordance with Italian Law n. 241/1990, Mr. Leonardo Bencini, Consul General of Italy is appointed as responsible for the selection procedure and he will take care of all the aspects of the selection process.

Place and date Saint Petersburg, June, 22nd 2015

The Head of Mission
Leonardo Bencini

CALL FOR TENDER

SELECTION PROCEDURE OF AN EXTERNAL SERVICE PROVIDER TO SUPPORT THE ITALIAN CONSULAR/DIPLOMATIC MISSION IN THE PROCESSING OF VISA APPLICATION

For the purposes of this procedure, the following definitions are adopted.

"VISA" means individual entry visa to Italy, type C [Or other types of visas: for example national visas, ADS visas, etc.]

"OFFICE" means the Consular Office or the consular section of the Embassy or Consulate responsible for issuing the visa.

"OUTSOURCER" means the company identified through the selection procedure that will be part of the contract.

"MINISTRY" means the Ministry of Foreign Affairs of the Republic of Italy.

"USER" means the VISA applicant using the services provided by the Outsourcer.

SECTION I: CONTRACTING AUTHORITY

I.1) OFFICIAL NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Consulate General of Italy in Saint Petersburg

Teatralnaya Ploshad 10, 190068 Saint Petersburg

Certified e-mail address: con.sanpietroburgo@cert.esteri.it

FAX :+7 812 3180793

Website : <http://www.conssanpietoburgo.esteri.it>

Official responsible for the procedure: Consul General, Leonardo Bencini

I.2) TYPE OF CONTRACTING AUTHORITY

Administration of the Republic of Italy

SECTION II: OBJECT OF THE CONTRACT:

II.1.1) Type of external services related to the processing of visa applications:

services related to the issuing of visa, in particular:

- (a) providing general information on visa requirements and application forms;
- (b) informing the applicant of the required supporting documents, on the basis of a checklist;
- (c) collecting data and applications in an appropriate office (including collection of biometric identifiers) and forwarding the application to the Office within 24h;
- (d) collecting the visa fee;
- (e) managing the appointments of the applicants who have to appear in person to the Office or the visa center of the external provider;
- (f) collecting the travel documents, including a refusal notification if applicable, from the Office and returning them to the applicant;

The offer of additional services will be evaluated by the Office, in the framework of the "organization assessment".

The examination of applications, interviews (where appropriate), the decision on applications and the printing and affixing of visa stickers will be carried out only by the Office.

According to EU law all applicants can lodge their applications directly at the Office.

II.1.2) Name of the procedure: selection of an external service provider to support the Italian consular/diplomatic mission in the processing of visa application.

Procedure number: 1278

II.1.3) Decision to contract: Act no 1278, June 22nd 2015

II.1.4) Place of execution: District of Saint Petersburg

II.2.1) Value of the contract: The Outsourcer is entitled to direct payment by the user for every Visa application, as provided in the tender. The average annual flow of visas over the last three years was 60.000. The estimated value of the contract for three years is: 5.400.000.

The Office is not responsible for any modification to ANNEX 1 of the Regulations (EC) n. 539/2001 that led to the reduction of VISAS.

II.3) Duration of the contract : three years. At the end of the three years, should the Office decide to keep outsourcing, it will proceed within a period of 6 months by issuing a new call for tender or by extending in writing the existing contract for a maximum period of three more years.

In the latter case, the Office will review the contract according to the VISA Code

SECTION III: CONDITIONS OF PARTICIPATION

III.1) Legal persons allowed to participate: please refer to art. 2 of the Rules of participation. The legal person taking part to the selection shall be properly constituted under the law of the State to which they belong. The selected company agrees to register in the commercial register of the State where the service is provided, or to establish a local company in the territory of competence of the Office, within 60 days from the communication of award, under the penalty of the exclusion from the contract.

III.2) Deposits and guarantees required: Safe deposit equal to 2% of the estimated value of the contract, as indicated in point II.2.1. Final guarantee 10% of the value of the contract.

III.3) Requirements for grouping, partnership or joint venture: mandate resulting from private deed and power of attorney granted to the authorised representative. All the partners will be jointly and severally responsible.

III.4) Special conditions: in the case of events with implications in terms of numbers of visa applications to Italy (i.e. Olympics games, Expo, international conferences) the Office has the right to withdraw or extend the contract with 6 months notice.

III.5) Statutory form of participants : single companies or groups shall cope with the general admission requirements set out in Article 3 of the rules of participation.

III.6) Economic and financial capacity: please refer to Article 4 the Rules of participation .

SECTION IV: SELECTION PROCEDURE

IV.1) Type of procedure: open tender. The bidder should express its interest within 30 days from the publication of this notice by sending the application attached to this announcement, the offer, and the provisional guarantee. The application, the offer and the provisional guarantee must be received by the Office as indicated in article 7 of the Rules of participation.

IV.2.1) Selection criteria: Best bidder in terms of the following criteria:

a) Previous experienceup to 20 points

[eg. previous experience in countries with high number of issued visas; previous experience in handling high volumes of visas for a single Office]

b) Organisationup to 15 points.

[eg. customer care, knowledge of local market, working flow, hours of operation, possible additional services]

c) Infrastructure provided up to 25 points

[eg. call center, website, hardware, equipment for biometric measurements]

d) Personnelup to 10 points

[eg. qualifications of staff, recruitment of staff with knowledge of the Italian language]

e) Proposals for improvement up to 5 points

f) Economic Offer (Final cost for the user, excluding any optional service).....up to 25 points.

IV.3.1) File reference number attributed by the contracting authority:

IV.3.2) Previous publications concerning the same contract:

IV.3.3) Conditions to obtain additional information:

Time limit for receiving requests for additional information 17.07.2015 hours 12.00

The documents downloaded from the website are free.

IV.3.4) Time-limit to send bids: 22.07.2015 hours 12.00

IV.3.5) Opening of envelopes with offers : Will be held at the Office of the Consulate of Italy on 27.07.2015 at 12.00

IV.3.6) Language used for submission of bids: Italian and English, the Italian text having legal value in case of disputes.

IV.3.7) Minimum time frame during which the bid is valid: 180 Days from the date indicated at point IV.3.4

IV.3.8) Conditions for opening the bids: the session is public and may be attended by the authorised representatives of the competitors, i.e. those with the specific mandate.

SECTION V: ADDITIONAL INFORMATION:

V.1) Periodic contract: YES

V.2) Contract related to a project and / or program financed by EU funds: NO.

V.4) Additional information:

All the costs of the contract shall be covered by the Outsourcer.

The rules of participation, the specifications and the application form are essential part of this announcement and reference should be made to them.

All the above documents are available on the website <http://www.conssanpietroburgo.esteri.it>

Information and clarifications on the bid documents may be requested by e-mail at the following address: archivio.sanpietroburgo@esteri.it The questions and answers will be published on the website <http://www.conssanpietroburgo.esteri.it>

The responsible for the tender procedure is Consul General, Leonardo Bencini

V.5) Procedures of appeal: The competent court for any dispute between the Office and the Outsourcer or participant to the procedure is the Tribunal of Rome – Italy.

V.6) DATE: June 22nd 2015

NB: all documents related to the calls for tender for the outsourcing of VISA services provided in the English language are merely informative. In case any controversy arises, the Italian text shall prevail.

RULES OF PARTICIPATION

SELECTION PROCEDURE FOR AN EXTERNAL SERVICE PROVIDER TO SUPPORT THE ITALIAN CONSULAR/DIPLOMATIC MISSION IN THE PROCESSING OF VISA APPLICATION

For the purposes of this procedure, the following definitions are adopted.

"VISA" means individual entry visa to Italy, type C [Or other types of visas: for example national visas, ADS visas, etc.]

"OFFICE" means the Consular Office or the consular section of the Embassy or Consulate responsible for issuing the visa.

"OUTSOURCER" means the company identified through the selection procedure that will be part of the contract.

"MINISTRY" means the Ministry of Foreign Affairs of the Republic of Italy.

"USER" means the VISA applicant using the services provided by the Outsourcer.

1. AWARDING PROCEDURE

The following rules apply to the tender for the outsourcing of services relating to the issue of visas to enter Italy. The procedure applied is an open tender. The contractor will be the best bidder on the basis of the listed criteria.

2. PARTICIPANTS

Only companies duly constituted under the law of the State to which they belong can take part to the tender. The Bidder agrees to register in the State of operation, or to establish a local company, within 90 days after signing the contract, under the penalty of contract resolution according to art. 1456 of the Italian Civil Code.

Only companies that are not in bankruptcy, receivership, liquidation nor in other forms of limitation of their rights, and which fully comply with the local regulations to exercise business (taxes, social security contributions, administrative permissions, the absence of criminal sanctions related to entrepreneurial activity against directors and technical directors, administrative penalties against the company) can take part to the tender.

Applicants in temporary grouping or joint venture shall specify the type of association (horizontal or vertical) indicating, respectively, the parts of the service or supply taken by each associated partner.

Companies in a situation of control under Article 2359 of the Italian Civil Code cannot take part to the tender.

It is forbidden for bidders to participate in the selection process in more than a temporary grouping or joint venture or individually if they are already part of a consortium, joint venture or temporary grouping.

No joint venture is allowed. Any change in the composition of the temporary groupings and joint venture shall be notified to the Office.

No profit organization can participate in temporary groupings or joint venture, if registered in compliance with the regulations of the state of residence and if allowed by the law.

3. ADMISSION REQUIREMENTS

Bidders shall be in possession of the general requirements to contract with the public administration.

Contractual requirements for the bidder

(01) The bidder shall be properly constituted and have fulfilled all obligations set by law in relation to its legal status and to carry out its business, including registrations in logs, lists, or professional registers, according to the regulations of the State to which it belongs.

(02) The bidder shall not be in a state of suspension or termination of its activity.

(03) The bidder shall not be in a state of bankruptcy, compulsory liquidation, arrangement with creditors, or should not be subject to proceedings to declare such situations, under the laws of its state of origin;

Tax clearance

(04) Bidders shall not have violated any obligations related to the payment of taxes in accordance with Italian legislation or that of its state of origin.

The assessment involves the application of sanctions (administrative or criminal) five years prior to the publication of the notice.

Compliance with the obligations arising from labour law.

(05) The bidder shall not have committed serious violations of social security contributions according to Italian law or the law applied in its state of origin.

(06) The bidder shall comply with the rules governing the labour rights for disabled people and with the provisions of Law of 12 March 1999. (only for Italian bidders or employing staff in accordance with the Italian law).

(07) The bidder shall not have committed serious offences to labour law, as set by the legislation of Italy or the state of origin.

(08) The bidder shall not be prohibited to contract with the government nor to participate in public tenders pursuant to Article 36-bis of Law Decree no. 223 of 4 July 2006, converted with amendments by Law n. 448 of 4 August 2006.

Ability to contract with the public administration

(09) The bidder shall not be in a state of incapacity to contract with the public administration.

(10) The bidder shall not be subject to any sanctions listed in Decree of 8 June 2001, n. 231.

Professional conduct

(11) Any convicted bidder is excluded from the procedure.

The bidders using self-certification shall declare all types of sentencing and pledging against it.

Trust

(12) All forms of trusting are prohibited.

Before signing the contract, the selected outsourcer shall provide the contracting authority with a full due diligence and a list of the shareholders over the previous 24 months.

If the successful bidder is a joint venture, it is required to provide all the information referred to in the precedent paragraph, regarding all the members.

Any change in the share property above or under 2% shall be communicated to the contracting authority.

False statement

(13) Any false statements about the requirements mentioned or relevant conditions of participation could result in the immediate exclusion from the procedure.

4. QUALIFICATION

Bidders must satisfy the following requirements.

4.1. Economic and financial capacity

4.1.a. The bidder shall have a overall balance over the last three years of more than four times the annual value of 'Outsourcing as estimated by the contracting authority, with an annual balance of more than half of this amount, and a three-year balance in the field of visas issue not less than twice the annual amount estimated by the Administration and more than 75% for each year of the estimated annual .

In case of groupings, the main partner shall fulfil 70% of the economic and financial requirements, whereas each of the other partner shall fulfil no less than 10% of such requirements.

4.2 Pooling. Bidders may use pooling, within the limits of the law.

4.3. Bidders established outside Italy are subject to the above-mentioned rules, in accordance with the laws of the country of origin. All the documents written in a language other than Italian or English shall be accompanied by an English translation. The documents drawn up by foreign authorities shall be legalized by the competent Italian diplomatic or consular representation, except in cases of exemption established by an international agreement. The amounts shall be in euro. The amounts contained in documents produced and expressed in another currency shall be converted at the official exchange rate valid at the date of the notice.

5. APPLICATION

The bidder shall submit the application form. The application shall contain the following information: (A) statements concerning the legal status of the company (B) statements concerning the absence of any impediment to procurement for the company, the boards of directors and the authorised representative (C) pre-contractual statements; (D) statements relating to partnership or joint ventures.

The statements in paragraph (B) are proof that the admission requirements are met and replace each of the relevant certificates. The bidders are entitled to omit any statements if evidence (original or a certified copy) is attached to the application form.

Applications

The applications form shall be filled in Italian or English.

The application form shall be signed by the authorised representative of the company.

A photocopy of the subscriber ID shall be attached.

Documents to be enclosed in the bid

The application form shall be accompanied by the following documentation:

(A) a technical-economic bid.

(B) two bank references and a provisional guarantee for the amount of 100.000 euro

6. OFFER

The contracting authority will assess the offers.

The offer shall include a report on the proposed organizational model, taking into consideration the specifications of the service. The organizational model shall be guided by the following objectives: (1) being user friendly, (2) developing professional services, in accordance with updated technical expertise, know how, and knowledge of local market, (3) providing high standards of quality in accordance with the possible variation of the number of requested Visas, the regulatory requirements, the technological innovations and the expectations of the users.

The offer shall also contain a detailed description of the organizational and technical quality of the bidder, such as previous experience in the field, the knowledge of the local market, the capacity to promote Italy as a touristic and business destination.

The offer shall be: (a) written in Italian or English, (b) unconditional, (c) signed by the legal representative of the bidder . The offers issued by temporary groupings or the joint ventures shall be signed by the legal representatives of each member.

The economic offer shall be signed by the legal representative of the bidder. A photocopy of the subscriber ID shall be attached.

7. HOW TO MAKE AN OFFER

The offer shall be contained in a single envelope, sealed with sealing wax on the closing flaps or glued or closed with adhesive tape and signed with the initials of the authorised representative and the Company seal. The Company name and the ID tendering procedure shall be written on the envelop.

The envelope shall contain two non-transparent envelopes – so as not to make their content readable - identified by letters A and B. Envelope "A" shall contain the application form; envelope 'B' shall contain : the technical and economic offer and two bank references and temporary guarantee for the amount of 100.000 euro .Envelopes A and B shall be sealed with sealing wax on the closing flaps or or glued or closed with adhesive tape and signed with the initials of the authorised representative and the Company seal. The Bidder name and the ID tendering procedure shall be written on the envelops.

The envelope must be received by the Office by the date specified in the call for tender. The envelope shall be: (a) sent by registered post within 7 days before the date of opening: in this case the Office will take into consideration the date of postmark and the bidder shall anticipate the application form by email. (b) personally delivered to the Office any day from Monday to Friday from 8:30 to 12:30, by private courier or delivery company or bidder's nominated person. In this case, the Office will deliver a receipt indicating the time and date of delivery.

Finally the bidder may send the documentation to the certified e-mail address : the Annexes (to be called Envelope A and Envelope B and contain as indicated *above*) will be opened on the day of the opening.

Any application and documentation received after the given deadlines will not be accepted. The risk of delivery is borne solely by the sender. The Administration is not responsible for misplacement or delay due to any cause.

8. SELECTION CRITERIA

The Outsourcer will be selected on the basis of the highest bid according to the following criteria. The jury will assign a maximum of 100 points. The evaluation of bids is determined by the sum of the scores assigned to each criteria by the jury.

8.1. Selection criteria:

a) Previous experienceup to 20 points

[E.g. previous experience in countries with a high number of issued visas; previous experience in handling high volumes of visas for a single Office]

b) Organisationup to 15 points.

[E.g. customer care, knowledge of the local market, working methods, opening hours, possible additional services]

c) Infrastructure provided up to 25 points

[E.g. call center, website , hardware, equipment for biometric measurements]

d) Personnelup to 10 points

[E.g. qualifications of staff, recruitment of staff with knowledge of Italian]

e) Improvement proposal.....up to 5 points

f) Economic Offer (Final cost for the user, excluding any optional service).....up to 25 points.

The jury will discretionary assign a score to every bid, expressed by a coefficient ranging from 0 to 1, with a maximum of two decimal points. The jury will decide the coefficient definition methodology before opening the envelopes containing the bids. The jury will promptly communicate the result of the selection to the winner by mail and on the website page.

Whereas a bid only is presented, the jury has the right to award the contract, provided that the adequacy of the offer has been verified.

In case of equal scores, the contract is awarded by draw

The contracting authority has the right to suspend the selection, to cancel the procedure or not to proceed with the contract at any moment.

9. ACCESS TO DOCUMENTS AND CONFIDENTIALITY

Bidders are required to clearly indicate any information provided in the offer for which they do not allow access to third parties, justifying the reasons. The declaration shall be included in the envelope. The contracting authority has the right to allow access in case of missing or insufficient motivation.

The documents submitted by the bidders will not be returned.

10. PRE-CONTRACTUAL REQUIREMENTS

1. Within a week from the evaluation of tenders, the contracting administration will notify the selected bidder the result of the procedure. The result will also be published on the Office website. The contracting authority has the right to verify the statements made in the offer by the successful bidder. All the documents presented in the form of self-certification are required to be submitted in the original form.

2. Within 60 days from to the communication of the award, the successful bidder is required to register in the commercial register of the State, or to establish a local company in the State of competence of the Office. Furthermore, within the deadline indicated in the notice and before the conclusion of the contract or the beginning of the execution of the contractual performance, Contractor shall provide the guarantee and the payment of the costs of the contract.

3. The Successful bidder agrees to sign the contract within 30 days from the obligations laid down in paragraph 2 of this article.

These provisions are part of the call for tender.

SPECIFICATIONS

SELECTION PROCEDURE FOR AN EXTERNAL SERVICE PROVIDER TO SUPPORT THE ITALIAN CONSULAR/DIPLOMATIC MISSION IN THE PROCESSING OF VISA APPLICATION

DEFINITIONS

For the purposes of this procedure, the following definitions are adopted.

"VISA" means individual entry visa to Italy, type C [or other types of visas: for example national visas, ADS visas, etc.]

"OFFICE" means the Consular Office or the consular section of the Embassy or Consulate responsible for issuing the visa.

"OUTSOURCER" means the company identified through the selection procedure that will be part of the contract.

"MINISTRY" means the Ministry of Foreign Affairs of the Italian Republic.

"USER" means the VISA applicant using the services provided by the Outsourcer.

Art. 1 - OBJECT

The service, as defined below, is provided as outsourcing, with business risk and performance of the obligation falling upon the selected Outsourcer.

The service fee consists only in the cost which is added to the entry VISA fee and is paid by the user. No cost or fee is borne by the Office or Italian Government.

The Outsourcer will provide the following services at its own risk and with an adequate amount of human resources, utilities and premises, bearing any relevant cost:

a) Information on visa and visa issuing procedures

The outsourcer will provide the user with information on the procedures and requirements for visa applications, through a dedicated call center and/or a dedicated website and a dedicated office. The Outsourcer may distribute leaflets if previously approved by the Office.

b) Appointments at the Office.

The Outsourcer shall prepare a calendar of appointments at the Office, on the basis a list of available days provided by the Office. Appointments shall be fixed via a call center and/or website and/or fax and/or e-mail, on a first-come, first-served basis.

c) Collection of visa applications and transmission to the Office.

The Outsourcer shall receive visa applications at its desks, collect the required documents and carry out a preliminary examination of the documentation on the basis of a checklist prepared by Office. If the attached documents –after the examination– are incomplete, the Outsourcer shall inform the applicant, provide him/her with assistance on the missing documentation and allow the applicant to provide extra documents. The Outsourcer cannot refuse to receive the visa application, even if it is incomplete, and forward it to the Office if the applicant insists in lodging the application. The Outsourcer shall submit the applications together with the required documents to the Office. The Office is the sole entitled to carry out the examination of the applications and to decide on granting or denying the visa. The Outsourcer shall transmit applications and documents no later than 2 working days after receiving them from the User.

d) Collection of data in a digital database

The Outsourcer shall collect and enter into a dedicated database the data relating to the Users, on the basis of a checklist provided by the Office. The Office is allowed to access the database at any time to get information on the application status. The Office may allow the Outsourcer to have access to its database, under specific circumstances. In this event, the Outsourcer personnel, specifically authorized by the Office, may enter data concerning visa applications, in accordance with the procedures established by the Office.

e) Acquisition of biometric data

The Outsourcer shall take fingerprints and pictures of the Users. The technical features of the hardware and the software to be used shall be provided by the Italian Ministry of Foreign Affairs. The storage of biometric data and their transfer to the Office shall be ensured in compliance with Italian and EU legislation, especially as concerns the processing of personal data.

f) Return of passports to the Users.

Once the application has been processed by the Office, the Outsourcer shall return the passports to the Users. If the visa is denied, the Outsourcer will provide the User with a refusal letter dated and signed by the Office, in compliance with Italian and EU rules. In this event, the Outsourcer will ask the user to sign a receipt and will transmit it back to the Office.

g) Visa fees and service charges

The Outsourcer shall collect visa fees on behalf of the Office and will transfer to the Office the relevant amounts.

The User shall pay the visa fee at the time of the application, together with the service charge as proposed in the bid. The Outsourcer shall transfer to the Office the relevant amounts of the visa fees, on a weekly basis, according to the number of visa applications and as stipulated in the contract. The Outsourcer is responsible for any delay in such a transfer, a penalty will be applied as indicated in article 10. The Outsourcer shall allow the use of debit and credit cards.

Two years after signing the contract, and at the end of each year, the Parties can agree to modify the service charge, in case of proven increase in the costs incurred by the Outsourcer.

In accordance with EU law, the service charge related to a visa application may not exceed, in total, half of the administrative fees payable to the Office.

The bidder can present an offer including optional extra services, provided that the cost of every single service has to be clearly singled out in the bid.

The Office is not responsible for any changes to Annex 1 of the REGULATION (EU) 539/2001 resulting in a reduction in the volume of Visa applications.

Art. 2 – SERVICE LAYOUT

The Successful Bidder agrees to provide the services referred to in Art. 1, bearing the entire cost, according to the following requirements.

a) Premises: the Outsourcer, in consultation with the Office, delivers the service in suitable offices in terms of size, location, expected number of users, the number of employees and accessibility for the public. The choice of the premises and furnishing will meet the requirements of decorum and prestige. The outsourcer will use, if

possible, made in Italy furniture. Where required by the Office, the Successful Bidder will allow the use of the premises for touristic promotion activities.

b) Personnel: The Outsourcer undertakes to employ duly trained personnel, including language skills. The Outsourcer guarantees full compliance with international labour standards, with particular reference to workers' rights , as codified by international conventions ratified by Italy.

c) Customer care: the Successful Bidder agrees to provide the User with a high quality, user friendly and professional service. If agreed with the Office, the features of the service may recall Italian culture.

Art. 3 - CONTRACTUAL OBLIGATIONS

The Outsourcer shall prepare, in consultation and with the approval of the Office, the application form to be filled in by the users and any useful information leaflets.

The Parties agree that the services covered by the contract are optional and non-legally binding for the User. Users can always apply directly to the Office without the Outsourcer's assistance.

The Outsourcer shall inform the Users of the optional use of the services it provides.

The Outsourcer can store only the registration of the activities carried out over one year after the issue of the visa or its denial. Any document provided by users shall remain on the Office's records. Accounting records may be retained for the duration required by local law, as long as they are anonymous.

Art. 4- EMPLOYEES

The Contractor shall provide the Office with the personal details of the staff at the time of hiring.

The employees shall receive specific training. Among them, at least one out of ten with an adequate knowledge of Italian shall always be on duty. The number of employees is proportional to the number of visas issued annually over the last three years. The Outsourcer shall adjust the number of employees according to the number of users recorded on quarterly surveys.

Art. 5 – SUPERVISION, CONTROL AND CHECKS

The Office shall supervise and monitor the Outsourcer and ensure that the Outsourcer complies with the terms and conditions of the contract.

The Office shall verify in particular: a) the information and the application forms provided to the users b) any technical and organizational measure to protect personal data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, in particular during transmission of data and files to the Office, and any other unlawful form of processing of personal data; c) the collection and transmission of biometric data; d) measures to ensure compliance with data protection rules; and e) any other aspect of the Outsourcer's activities directly or indirectly linked to the correct, transparent and fair handling of applications received by visa applicants and their transmission to the Office. To this end, the Office shall carry out periodical random checks or unannounced inspections at any time on the Outsourcer's premises, check computer equipment and examine archives and accountancy data in order to verify the accuracy of the work towards users (impartiality and good performance) and the Office.

To perform its supervisory and control functions, the Office may ask to see documents, recordings, documents relating to the handling of applications, and request that telephone conversations relating to the services covered by the contract are recorded and reproduced. The Office may use consultants to conduct inspections.

Art. 6 - LIAISON OFFICER

Within ten days after the signing of the contract, the Outsourcer shall nominate one of its most qualified employees as liaison officer with the Office. The liaison officer shall be approved by the Office. Should the relationship of trust be compromised, the Office may request at any time the replacement of the liaison officer. The lack of implementation of the request constitutes essential breach of contract

If the Office realizes that the employee designated by the Outsourcer as an Italian speaker does not speak Italian at an adequate level in relation to the service to be performed, it may request the Outsourcer to replace him.

Art. 7 - LIABILITY

The Outsourcer is the sole responsible for any claims made from the users.

To that end, the Outsourcer will ask each user to accept a clause waiving any liability on the Office and to renounce any legal proceedings against it in the event of any violation by the Outsourcer.

Art. 8 - ASSIGNMENT

The Outsourcer shall not transfer the contract with the Office to third parties without its formal and prior consent. In the case of transfer, the transferor (Outsourcer) shall remain jointly liable for the obligations of the assignee and is liable to the Office for any breach by the latter.

Art 9 - PROVISIONS FOR THE PROTECTION OF PRIVACY

The Outsourcer is obliged to process the data supplied by users in compliance with Legislative Decree 196/2003 and Annex X to Regulation (EU) no. 810/2009.

The Outsourcer is obliged to provide users with information about the use of personal data, according to art. 13 of Legislative Decree 30 June 2003, n. 196 (relating to the protection of personal data), as well as any other relevant information regarding the exercise of the rights in accordance with art. 7 of the same Decree.

Art 10 - WARRANTIES AND PENALTY CLAUSE

To guarantee the obligations undertaken, also in relation to the users, the Outsourcer pays a surety of execution amounting to 10% of the value of the contract as specified in SECTION III, PARAGRAPH III.2. of the Notice, by means of warrant policy taken out with a leading insurance company to cover also the case of fraud and negligence.

For the defaulting Outsourcer, the following penalties shall apply:

- a) delay of one day in transmission of files: €20 per file;
- b) errors or omissions, for any negligence or willful misconduct: €50 per file;
- c) unequal treatment: €100 per person;
- d) lack of good performance: €300 per day;
- e) failure in the functionality of the website: €500 per day ;
- f) delay in the payment of consular fees: €500 per day.

The execution of the penalties is preceded by a formal statement of objections. If the answers provided by the outsourcer do not indicate a lack of responsibility for the

failure, the Office gives execution to the penalties on the deposit or, if appropriate, declares the contract terminated for default and acquires the security, without prejudice to any additional damage.

Art. 11- TERMINATION OF THE CONTRACT

In addition to art. 1453 of the Italian Civil Code, the following reasons for termination of contract apply according to art. 1456 of the Italian civil code:

- Transfer of contract without prior consent of the Office;
- Immotivated interruption of service;
- Seriously unsatisfactory performance of contract and/or irregularities in the provision of services;
- Failure to replace or late replacement of the liaison officer, if required by the Office;
- More than ten written complaints for poor performance filed by the Office over a year;
- Imposition of more than five penalties laid down in the previous article, or for more than five days.

In the aforementioned cases, the contract shall be terminated de iure, with immediate effect upon the communication by the Office in the form of a registered letter or other suitable communication system.

The contract termination shall not prevent the Office to sue the outsourcer for damage.

The contract termination entitles the Office to forfeit the whole security and entrust the service to any third party during the time required to conclude a new awarding. The Outsourcer shall bear the costs of a new call for bids for the awarding of the service.

If Italy is due to host major cultural, economic, touristic or sport events that are likely to strongly affect the number of entry visas issued, the Office has the right to withdraw or extend the contract with a 6 months' notice.

APPLICATION FORM

SELECTION PROCEDURE FOR AN EXTERNAL SERVICE PROVIDER TO SUPPORT THE ITALIAN CONSULAR MISSION IN THE PROCESSING OF VISA APPLICATION

CONSULATE GENERAL OF ITALY
TEATRANAYA PLOSHAD, 10
190000 SAINT PETERSBURG

The undersigned (*Specify name and surname, date of birth, social security number, residence*), as authorised representative of the Company (*name, register number, tax code, domicile*),

asks to participate in the tender " SELECTION PROCEDURE FOR AN EXTERNAL SERVICE PROVIDER TO SUPPORT THE ITALIAN CONSULAR/DIPLOMATIC MISSION IN THE PROCESSING OF VISA APPLICATION TO ENTER ITALY " issued by the Consulate General of Italy No. 1279 hosted on the website on June, 22nd 2015 and attaches to this application, in a separate sealed envelope, the technical and economic offer, two bank references and the provisional guarantee for the amount of 100.000 euro.

To this end, being aware of the legal consequences that may arise in case of false declarations and in accordance with the provisions of Article 76 of Italian Presidential Decree n.445/2000, the undersigned, in lieu of the relevant certificates or affidavit, hereby declares as follows:

A. COMPANY DETAILS

A.1. that the company is properly constituted and registered according to the relevant laws : _____;

A.2. Registered in _____;

A.3. Tax code _____;

A.4. VAT number _____;

A.5. Address _____ communications _____;

A.6. Phone no. _____ - Fax no. _____;

A.7. E-mail _____;

A.8. Authorized representative/s _____;

A.9. Board of _____ directors _____;

A.10. Attorney general / _____ special _____;

A.11. other _____ subjects _____;

B. OTHER COMPULSORY STATEMENTS

- B.1. The company is not in a state of suspension or termination of the activity;
- B.2. according to the laws of the state of origin or Italian law, the company is not in a state of bankruptcy, compulsory liquidation, arrangement with creditors, and there are no ongoing proceedings for one of the above conditions;
- B.3. the company has not been found guilty in the preceding five years for breaching obligations relating to the payment of taxes, under the laws of the state of origin or Italian law;
- B.4. the company has not been found guilty in the preceding five years for violation of the rules of social security contributions, under the laws of the state of origin or Italian law;
- B.5. the company has not been found guilty in the preceding five years for violation of the rules of safety and / or other obligations arising from labour law, provided by Italian law or legislation of the state of origin;
- B.6. the company is not excluded from contracting with the Italian government or participating in public tenders pursuant to Article 36-bis of Italian Law Decree no. 223 of 4 July 2006, converted with amendments by Law no. 248 of 4 August 2006;
- B.7. the company has fulfilled its obligations under the Italian Law of 12 March 1999. 68, *Rules for the right to work of disabled persons*, or the company is not subject to that law;
- B.8. the company is not subject to sanctions under the Italian Legislative Decree n.231/2001;
- B.9. the company and the persons referred to in Section A are not in the conditions listed in Article 10 of the Law of 31 May 1965, no. 575;
- B.10. the persons referred to in point A (Indicated in the documentation) have not been sentenced in res judicata, have not been irrevocably convicted on criminal grounds or punished pursuant to Article 444 of the Italian Code of Criminal Procedure for serious offenses against the State or the Community or for participating in a criminal organization, or for any violation related to corruption, fraud, money laundering, as defined by article 45, par.1, of EU Council Directive 2004/18/ec;
- B.11. the company has not violated the prohibition of fiduciary registration stated in Article 17 of Law 19 March 1990 n. 55;
- B.12. the company and the persons referred to in Section A. (Indicated in the documentation or replacement) have not provided false statements regarding the requirements and relevant conditions for participating in tendering procedures with a public administration in the year before the date of publication of this tender notice.

C. PRECONTRACTUAL STATEMENT (*whereas a company consortium has yet to be established, the following statements can be provided by the legal representative of the leading partner only*)

- C .1. the company has acknowledged all the tender documentation (notice, rules of participation, specifications);
- C.2. therefore the company is fully aware of the general and special circumstances, which may affect the pricing, contract conditions and performance of the services, as well as any other costs not specifically detailed, or otherwise indicated, which is necessary for the implementation of the contract;

- C.3. the company considers the specifications to be correct and appropriate, the contractual obligations feasible, prices profitable and compatible with the offer;
- C.4. the company ascertained that the staff to be employed and the equipment to be used are appropriate to the extent and type of services object of this contract and necessary for the execution of the contract within the time stated in the contract;
- C.5. The company, without exception, accepts all conditions arising from the tender documentation and from the statements provided in this application;
- C.6. In the event of a temporary association or consortium of companies not yet established, the statements referred to in this point can be made by the group leader.

D. STATEMENT FOR CONSORTIA NOT YET ESTABLISHED

D .1. Leading company:

The company undertakes, in the event of award of the tender, to establish, as the leader, the following temporary association or consortium _____, and to enter into the contract on behalf of itself and the following partners:

D .2. Partner Companies:

The company commits, in the event of award of the tender, to the temporary association or consortium of type _____ with companies _____, and to grant special to _____, acting as leading company.

Date, _____

Authorized representative

INFORMATION ACCORDING TO LEGISLATIVE DECREE 196/ 2003 (personal data protection)

The processing of personal data shall follow the principles of fairness, lawfulness, transparency and confidentiality.

In accordance with the requirements of Article 13 of Legislative Decree no. 196/30 June 2003, the Office informs you that:

(A) the data provided will be treated in order to verify the economic, financial and technical eligibility requirements of those who intend to participate in the tender and that, if selected, will be asked to enter in the relevant contract;

(B) the treatment of such data will be carried out in the following ways: manual and / or digital;

(C) the data will be transmitted to the contracting administration for compliance with the relevant law and will be subject to disclosure pursuant to the law;

(D) the data are required by the legislation on public contracts to participate in contracts and signing the contracts; the absence of the data will result in non-admission to the tender and / or the inability to negotiate with the Administration.

(E) the data owner may refer to Legislative Decree no. 196 of 30 June 2003 to assert his privacy rights. (Doc. 6)

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