

Agenzia Italiana per la Cooperazione allo Sviluppo

COMPETITION NOTICE

Subject: Call for tenders for Recruitment Services Contract

CIG: 80764197CB

The undersigned headquarters of the Italian Agency for Development Cooperation hereinafter referred to as "Contracting Authority" with this Notice call for proposals for an open procedure for the selection of a "Contractor", to provide the services in question, according to the following provisions.

1. - Subject and bases of the tender

1.1 The relations between the Contracting Authority and the Contractor will be governed by a contract in accordance with **Annex 1**.

1.2 The selected Contractor will perform the services described in **Section 1 of Annex 3 - Technical specifications**, also indicated in the subject of the Contract - Annex 1.

1.3 The estimated value of the contract to be acquired, based on the tender, is Euro 550.000 (five hundred and fifty thousand Euro), net of indirect taxes, this value includes:

- a) Payments for the contracted employees/experts.
- b) Contractor's Fees.

2. - Contacts and references

The person responsible for the procedure is Mr. Ramy Edward Ghattas.

3. - Requirements

3.1 The Contractor who have one of the reasons for exclusion contained in **Annex 2** and does not possess the special qualification and requirements indicated in **Section 1 of Annex 3 - Technical specifications** is excluded from this procedure.

3.2 The absence of reasons for exclusion and the possession of the special qualification and requirements are certified by a substitute declaration of certification or certified declaration before the competent authority in accordance with the model contained in Annex 2. The Contractor authorizes the Contracting Authority to carry out the verifications with the competent local authorities on the truthfulness of the statements made about the possession of the requirements.

3.3 The Contractor must possess adequate insurance coverage against professional risks *of damage for the Customer or third parties*.

4. - Award criteria

The award criterion is that of the most economically advantageous tender, *with the weighting between technical and economic component (70:30 ratio)*.

5. - Terms and presentation of the offer

5.1 The packages containing the offers must be closed and sealed and must bear on the outside:

- the wording "*DO NOT OPEN: Offer for the assignment of Recruitment Agency - CIG 80764197CB*",

- the name of the Contractor, registered office and contact details.

5.2 As penalty for exclusion, the envelopes must contain within them three envelopes each of which is sealed with sealing wax or sealed with adhesive tape on the closing edges or closed and countersigned on the closing edges or closed and stamped on the closing flaps, bearing the indication of the subject of the contract, the name of the sending Contractor and the wording, respectively:

- A (Administrative documents)

- B (Technical offer)

- C (Economic offer)

5.3 The timely delivery of packages is at the sole risk of the sender. Failure to present the packages in the places, terms and according to the methods indicated will lead to the exclusion of the competitor. These packages will not be opened and will be returned to the Contractor.

5.4 Packages containing offers and related documentation must be received no later than 12:00 am on the day 02/12/2019 in one of the following ways, at the discretion of the Contractor:

- through the postal service, to the Contracting Authority and addressed to: Italian Agency for Development Cooperation, 1081 Corniche El Nil, Garden City, Cairo;

- by hand, from the 09:00am to 12:00am, with the exception of public holidays, to the Contracting Authority's acceptance, which will issue a receipt.

5.5 For the purposes of the deadline set for the submission of bids, only the receipt stamp affixed to the aforementioned packet by the Customer will prevail.

5.6 If the offer and documentation produced for participation in the procedure are signed by an agent of the Contractor, appropriate documentation (power of attorney, resolution, etc.) proving the power of signature must be provided.

5.7 The offer and the documents attached to it must be formulated in English.

5.8 Multiple, conditional and alternative offers will be excluded.

6. - Contents of the envelopes included in the package

6.1 Envelope "A - Administrative Documents"

6.1.1 The envelope "A - Administrative documents" must contain the following documentation:

a) the single document of the requirements (**Annex 2**), in which the Contractor certifies the absence of reasons for exclusion and the possession of any special qualification requirements indicated in point 3.1 and accepts the provisions and conditions without reservations contained in this call;

b) commitment by the Contractor to maintain the irrevocable offer for 180 days from the deadline set for the receipt of the offers and willingness to extend the deadline for a further 90 days at the request of the Contracting Authority;

c) Provisional guarantee equal to 2% of the estimated tender basis, which, at the discretion of the Contractor, can be banking or insurance, with express renunciation of the benefit of the prior enforcement of the principal debtor and with operation within fifteen days, to simple written request from the contracting authority.

6.1.2 In case of lack, incompleteness and any other essential irregularity of the elements requested in paragraph 6.1.1, the Contracting Authority assigns to the Contractor a term, not exceeding ten (10) days, for the necessary declarations to be made, integrated or regularized. In the event of expiry of the assigned term, the Contractor is excluded from the tender. Shortcomings in the documentation that do not allow the identification of the content or of the subject responsible for it are essential irregularities that cannot be remedied.

6.2 Envelope "B - Technical offer"

6.2.1 In the envelope "B - Technical offer" the Contractor will present its best technical offer in compliance with the minimum requirements indicated in **Section 1 of Annex 3 - Technical specifications**.

6.2.2 Without prejudice to compliance with the minimum requirements indicated in Section 1 of Annex 3 - Technical specifications, the score will be assigned on the basis of the evaluation grid set out in **Section 2 of Annex 3 - Technical specifications**.

6.2.3 The offer must contain the name of the Contractor and must be signed by the legal representative or by the attorney with a copy of a valid identity document of the subscriber.

6.3 Envelope "C - Economic offer"

6.3.1 In the envelope "C - Economic offer" the Contractor will present its best economic offer for the requested service.

6.3.2 The consideration that the Contracting Authority will pay for this assignment cannot be higher than the estimated value of the contract based on the tender and indicated in Article 1, net of indirect taxes. The economic offers cannot exceed the amount based on the tender, under penalty of exclusion.

6.3.3 The offer must contain the name of the Contractor and must be signed by the legal representative or by the attorney with a copy of a valid identity document of the subscriber.

7. - Opening and evaluation of offers

7.1 The envelopes will be opened by the person in charge of the procedure on the day 10/11/2019 at 01:00 pm, in public session at the headquarters of the Contracting Authority at the address indicated above.

7.2 Only tenderers' representatives are allowed to attend.

8. – Contract Assigning and Subcontract

8.1. The Contractor shall not assign or subcontract all or part of the stipulated contract.

9. - Guarantee of good performance of the contract

9.1 The Contractor awarded the contract must present, to guarantee the good execution of the contract, a suitable bank or insurance guarantee for 10% of the Contractual Amount. The guarantee must contain the express waiver from the benefit of the preventive enforcement of the principal debtor and with operation within fifteen days, at the simple written request of the Contracting Authority.

9.2 The Contracting Authority reserves the right to dispose the guarantee in the event of fraud or non-fulfillment attributable to the Contractor.

9.3 The guarantee is progressively released in proportion to the progress of the execution, within the maximum limit of eighty per cent of the guaranteed amount. The residual amount is released following verification of the regular execution.

10. - Clarifications

8.1 Any information or clarification must be requested from the Contracting Authority in due time, at least seven days before the deadline for submission of the offer to the following address segreteria.ilcairo@aic.gov.it.

8.2 The Contracting Authority will answer at least four days before the deadline for the submission of the offers by sending to each Contractor a letter with all the questions presented and the related answers.

11. - Protection of personal data

9.1 The Contracting Authority guarantees the protection of personal data provided by the Contractor pursuant to the legislation in force in Italy concerning the protection of individuals with regard to the processing of personal data, for which an information is provided in **Annex 4**.

9.2 By signing the disclosure; the Contractor gives consent to the processing of the aforementioned personal data by the Contracting Authority, including the checks provided for in paragraph 3.2.

12. - Applicable standards

The Contractor selection procedure is regulated by Directive 2014/24 / EU and by the other EU directives on public procurement and contracts as well as by the Legislative Decree of April 18, 2016, n. 50, "Code of public contracts".

Cairo, 27/10/2019

Ramy Edwar Ghattas



Sole manager of the procedure

Annex 1

CONTRACT FORMAT

BETWEEN

The Cairo Office of the Italian Agency for Development Cooperation, hereinafter referred to as "Contracting Authority"

AND

....., Hereinafter referred to as "Contractor"

Art. 1 - Object

1.1 The Contractor will perform the services indicated below.

Recruitment Services and personnel affairs administration.

1.2 The technical specifications (drawn up by this Contracting Authority during the tender process) and the technical offer presented by the Contractor are an integral part of the subject of the contract.

Art. 2 - Price

2.1 The price is, net of indirect taxes, and will be paid according to the conditions and terms indicated in this letter of appointment.

2.2 The price indicated in this article is fixed, not subject to revision and is the total consideration due for all the activities necessary for the correct and regular performance of the services.

2.3 The Contractor may not ask the Contracting Authority, for the services covered by this contract, any payments exceeding the amount indicated in this article. With the payment of the aforementioned price, the Contractor is deemed to have received all his due amounts.

Art. 3 - Duration

3.1 The contract has a duration of one year starting from 01/01/2020 to 31/12/2020.

3.2 The contract will cease its effects in the final term indicated above, without the need for cancellation by the Contracting Authority.

3.3 The Contracting Authority may extend the duration of this contract, to the same term/s and conditions or more favorable for the Contracting Authority, if, within the period of natural expiry, it was not possible to select a new contractor following a call for tenders to award the contract again. This extension will be strictly necessary for the conclusion of the tender procedure and the identification of the new contractor. The written communication of the aforementioned extension to the Contractor will take place within the natural expiry of the contract.

Art. 4 - Methods of execution

4.1 The contract cannot be assigned or transferred in whole or in part to third parties.

4.2 The Contractor undertakes to perform the contractual service directly in compliance with all the clauses and conditions, without exclusions or exceptions, contained herein, as well as the indications given by the Contracting Authority.

4.3 If in the course of execution it is necessary to increase or decrease the services up to the amount of the fifth of the contractual amount, the Contracting Authority may impose on the Contractor the execution under the same conditions provided for in this contract. In this case, the Contractor cannot assert any right to terminate the contract.

4.4 The violation of the provisions of the present article by the Contractor is considered a serious breach and can cause contractual termination.

Art. 5 - Payment terms and methods

5.1 The Contracting Party indicates a bank account on which the Contracting Authority will make payments. The Contracting Authority will not make payments in ways other than the bank transfer on the aforementioned current account.

5.2 In the invoices the following code must be indicated: “**CIG: 80764197CB**”.

5.3 Payment will be made, within 10 days from the date of receipt of the invoice, once the regular execution has been verified.

Art. 6 - Contacts and references

6.1 The Sole Responsible of the Procedure is Mr. Ramy Edward Ghattas.

Art. 7 - Requirements

7.1 The loss of the requisites declared for the selection or subsequent verification of the non-possession of the same entitles the termination of the contract and the application of a penalty equal to five percent of the contractual amount, without prejudice to compensation for greater damage.

Art. 8 - Penalties

8.1 Any delay by the Contractor in the performance of the service beyond the time established by this contract implies, except in cases of force majeure not attributable to him, the application of a penalty equal to 0.5 per thousand of the net contractual amount for each day of delay.

8.2 If the Contractor fails to comply with the terms and the provisions contained in this contract in the performance of the assignment, the Contracting Authority will contest the breach in writing, giving, if possible, the necessary indications for the observance of the disregarded provisions, assigning a reasonable time to present any counter-arguments. In the absence of suitable explanations, the Contractor must provide the instructions given and, if it does not comply with the terms indicated, the penalty provided for in paragraph 8.1 will be applied.

8.3 The request or payment of the penalty does not in any case exempt the Contractor from the performance of the contractual service.

8.4 If the amount of the penalties determined on the basis of this article reaches 10% of the net contractual amount, or in any other case in which during the execution, the Contractor defaults emerge such as to cause appreciable damage to the Contracting Authority; the Contracting Authority may terminate the contract due to serious breach of the Contractor and reserves the right to take actions for compensation of damage. The Contractor will also reimburse the Contracting Authority for any additional costs incurred by the Contracting Authority to have others perform the service.

Art. 9 – Termination of the Contract

9.1 The Contracting Authority may terminate the contract during its period of validity if:

- a) the Contract undergoes a substantial change that would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24 / EU;
- b) the Contractor is in one of the reasons for exclusion indicated by Article 57 of Directive 2014/24 / EU;
- c) the Contract should not have been awarded to the Contractor in view of a serious violation of the obligations deriving from the European treaties and of the 2014/24 / EU directive;
- d) one of the cases of termination due to serious breach of the Contractor expressly envisaged by art. 8.4 or any other serious breach of the Contractor provided for by the law applicable to this Contract.

Art. 10

Good performance guarantee

10.1 The parties acknowledge that the Contractor has presented, as a guarantee of good performance of this Contract, a bank or insurance guarantee, with the express renunciation of the benefit of the preventive enforcement of the principal debtor and with operation within fifteen (15) days, upon simple request written by the Contracting Authority. The guarantee presented is identified as follows:

[issuing institution, date, identification number].

10.2 The Contracting Authority reserves the right to release the guarantee in the event of fraud or breach attributable to the Contractor.

10.3 The guarantee is progressively released in proportion to the progress of the execution, within the maximum limit of eighty percent (80%) of the guaranteed amount. The residual amount is released following verification of the regular execution.

Art. 11 - Responsibility

10.1 The Contractor assumes all responsibility for cases of accidents and damage caused to the Contracting Authority due to shortcomings or negligence committed during the performance of the service. The Contractor undertakes to guarantee the confidentiality of any information acquired because of this contract.

10.2 The Contractor and the Contracting Authority are responsible for the violations attributable to them of the obligations imposed by the Italian legislation on the protection of individuals with regard to the processing of personal data.

10.3 The obligations assumed by the Contractor with this contract do not in any way constitute an employment or employment relationship of any kind between the Contracting Authority and the personnel used by the Contractor, nor do they give rise to any claim against the Contracting Authority outside of what expressly agreed herein. Such personnel may only carry out the activities provided for in this contract, as no other activity may be deemed authorized in any way. The Contractor undertakes to inform the staff of any conditions used in this clause.

Art. 12 - Final provisions

12.1 No clause contained herein can be interpreted as an explicit or implicit renunciation of the immunities granted to the Contracting Authority by international law.

12.2 This contract is governed by the law of the Republic of Italy.

For disputes, the court of jurisdiction is Rome.

12.3 This contract contains the complete manifestation of the obligations of the Contracting Authority and the Contractor and may be modified only with another contract having the same form, any other modality of contractual modification are not allowed.

Cairo, / /20

The Contracting Authority

The Contractor

Annex 2

SOLE REQUIREMENTS DOCUMENT

All required information must be entered by the Contractor, unless specifically indicated

PART I

INFORMATION ON PROCUREMENT PROCEDURE AND CLIENT

Identity of the Contracting Authority	Answer:
First name:	<i>Italian Agency for Development Cooperation Cairo Office</i>
Title or brief description of the contract:	<i>Service Contract – Recruitment Contract</i>
CIG	80764197CB

PART II: INFORMATION ON THE CONTRACTOR

A. Identification data of the Contractor	Answer:
Name:	[.....]
National identification number, if applicable (fiscal code, VAT number, registration ...)	[.....]
Mailing address:	[.....]
Contact persons:	[.....]
Phone:	[.....]
PEC or e-mail:	[.....]
(website) (where existing):	[.....]

B. Any representatives of the Contractor:	Answer:
Full name	[.....]
Date and place of birth	[.....]
Position / title to act:	[.....]
Mailing address:	[.....]
Phone:	[.....]
E-mail:	[.....]
If necessary, provide details on representation (form, scope, purpose):	[.....]

PART III: REASONS FOR EXCLUSION

A: Reasons for exclusion linked to criminal convictions

Those who have been convicted, with a final penal sentence, in Italy or in the country where the contract is carried out are excluded from participation in the selection, for one or more of the following reasons: (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist crimes or offenses related to terrorist activities; (5) money laundering or terrorist financing; (6) child labor and other forms of human trafficking; (7) any other offense resulting from the inability to contract with the public administration. 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 internal legislation that transposed Article 57 of Directive 2014/24 / EU;

- in countries not belonging to the European Union, the equivalent situations provided for by local criminal legislation.

A. Reasons related to criminal convictions	Answer:
1) The Contractor or a member of its management or supervisory bodies or anyone who has powers of representation, decision or control in the Contractor have been condemned for one of the reasons indicated above with a final judgment delivered no more than five years ago or after which an exclusion period established in the sentence is still applicable?	[] Yes [] No
2) If so, indicate (repeating as necessary): a) the date of the conviction, as points between those reported from 1 to 7 and the grounds for conviction; b) identification data of convicted persons; c) duration of the exclusion period established by the sentence.	a) Date: [.....], Duration of the sentence: [.....] Reasons: [.....] b) [.....] c) duration of the exclusion period [.....]
3) In the case of convictions, what measures has the Contractor taken to prove its reliability (self-cleaning)?	[Indicate measures adopted]

B: Reasons for exclusion linked to the payment of taxes or social security contributions

B. Payment of taxes, fees or contributions	Answer:
1) Has the Contractor fulfilled all the obligations related to the payment of taxes, levies or social security contributions, in the country where it is established, in Italy and in the country where the contract is carried out?	[] Yes [] No

2) <u>If not</u> , indicate:	a) [.....]
a) the State where the default occurred;	b) [.....]
b) the amount;	c) [.....]
c) how the non-compliance was established;	d) [.....]
d) measures taken to remedy them;	

C: Reasons for exclusion related to insolvency, conflict of interest or professional misconduct

C. Information on any situations of insolvency, conflict of professional interests or offenses	Answer:
1) Has the Contractor violated, as far as it is aware, obligations regarding health and safety in the workplace, environmental, social and labor law?	[] Yes [] No
2) The Contractor is in one of the following situations or is subjected to a procedure for ascertaining one of the following situations: a) bankruptcy, insolvency proceedings, liquidation, arrangement with creditors, receivership or other similar situation? b) has its activities ceased?	a) [] Yes [] No b) [] Yes [] No
3) Has the Contractor been guilty of serious professional misconduct?	[] Yes [] No
4) Has the Contractor signed agreements with other Contractors to distort competition?	[] Yes [] No
5) Is the Contractor aware of any conflict of interest related to its participation in the tender procedure?	[] Yes [] No
6) Did the Contractor or a company connected to him provide advice to the Contracting Authority or did they otherwise participate in the preparation of the award procedure?	[] Yes [] No
7) Has the Contractor already had experience of early termination of a previous public contract or have damages already been imposed or other penalties in relation to a previous public tender?	[] Yes [] No
8) The Contractor: a) have you been seriously guilty of misrepresentation in supplying the information required to verify the absence of grounds for exclusion or compliance with the selection criteria? b) has this information been hidden? c) was it able to transmit without delay the additional documents requested by a Principal? a) d) has attempted to unduly influence the decision-making procedure of a Principal, not to have attempted to obtain confidential information that may give it undue advantages in the procurement procedure, not to have provided misleading information that may have a significant influence on the decisions concerning the procurement procedure of the contract?	a) [] Yes [] No b) [] Yes [] No c) [] Yes [] No d) [] Yes [] No

9) If you answer yes to any of the questions in this section C, indicate the situations that have occurred and what measures the Contractor has taken to prove its reliability (self-cleaning)	[Indicate measures adopted]
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D: Reasons for exclusion under Italian law and equivalent situations provided for by the law of the country where the contract is carried out

D. Reasons for exclusion set by Italian legislation	Answer:
Is the Contractor in one of the following situations? 1) Are there any grounds for revocation, suspension or prohibition envisaged by the anti-mafia legislation? 2) Is it subject to infiltration of organized crime? 3) has it been subject to the prohibition of the exercise of the activity or to another sanction that involves the prohibition to contract with the public administration? 4) is registered in the computerized record kept by the National Anti-Corruption Authority for having presented false declarations or false documentation for the purpose of issuing the qualification certificate, for the period during which the registration continues? 5) violated the ban on fiduciary registration? 6) Do you respect the rules on the right to work of disabled people? 7) if he has been a victim of bribery and extortion offenses committed by organized crime or who wanted to facilitate the activity of organized crime and does not have a case of necessity or self-defense, has he reported the facts to the judicial authority? 8) is it compared to another participant in the same awarding procedure, in a control situation or in any relationship, even de facto, if the control situation or the report implies that the offers are attributable to a single decision-making center? 9) has concluded employment or self-employment contracts and, in any case, has assigned tasks to former employees of the Contracting Authority who have ceased their employment relationship for less than three years and who in the last three years of service have exercised authoritative or negotiating powers for account of the Contracting Authority towards the same Contractor (pantouflage or revolving door)?	1) <input type="checkbox"/> Yes <input type="checkbox"/> No 2) <input type="checkbox"/> Yes <input type="checkbox"/> No 3) <input type="checkbox"/> Yes <input type="checkbox"/> No 4) <input type="checkbox"/> Yes <input type="checkbox"/> No 5) <input type="checkbox"/> Yes <input type="checkbox"/> No 6) <input type="checkbox"/> Yes <input type="checkbox"/> No 7) <input type="checkbox"/> Yes <input type="checkbox"/> No 8) <input type="checkbox"/> Yes <input type="checkbox"/> No 9) <input type="checkbox"/> Yes <input type="checkbox"/> No

PART IV: SELECTION CRITERIA

	Answer
Does the Contractor meet all the requirements / selection criteria required in the tender documents?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Part V: FINAL DECLARATIONS

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

The undersigned is hereby certify the absence of the reasons for exclusion set forth in Part III and the possession of the requirements referred to in Part IV.

The undersigned formally authorizes the authority indicated in part I, to carry out checks with the competent local authorities on the truthfulness of the declarations made regarding the requirements.

The undersigned accepts, without reservations or exceptions, the provisions and conditions contained in the invitation letter and in Annexes 1 and 2 to the same letter, which are an integral part of the same.

Cairo, / /20

[name, surname and role / function of the signatory / signatories]

Attach a copy of the identity document of each signatory.

Annex 3 - Technical specifications

Section 1 PERFORMANCE OF THE CONTRACT (Technical specifications)

The services to be performed:

-Provide Recruitment services on behalf of the Italian Agency for Development Cooperation/Cairo Office (Referred to as AICS/Cairo) for contracting with the required personnel/experts to perform the assigned duties and responsibilities as required during the contract duration, within the following Programs:

- “Supporto al Coordinamento Programma della Sede AICS del Cairo”,
- “Supporto al settore privato ed all’imprenditoria mediante la costituzione di un Technical Assistance Team a favore delle PMI egiziane”
- “Supporto tecnico a favore delle iniziative di cooperazione delegata in Egitto”
- And any other possible programs to be specified by AICS through exchange of letters.

-The Contract duration is one (1) year. The Contract will come into force on 2.1.2020 and will expire on 31.12.2020.

-The Contractor will receive the fixed Contractual fees during the Contract term, provided that the Contractor has fully performed its contractual obligations, including but not limited to contracting with up to thirty (30) employees/experts for the above mentioned Programs.

-For any additional employees/experts (more than 30) the Contractor will receive a monthly service fee equivalent to two per cent (2%) of the agreed upon employee/expert’s monthly Gross Salary through the employee/expert contract duration.

-The Contractor shall provide the above mentioned Programs with the following contracts:

- Programme “Supporto al Coordinamento Programma della Sede AICS del Cairo”:
 1. contracts of full time expert/s;
 2. contracts of consultant/s;
 3. contract of driver/s.
- Programme “Supporto al settore privato ed all’imprenditoria mediante la costituzione di un Technical Assistance Team a favore delle PMI egiziane:

1. contract of junior expert/s;
 2. contract of senior expert/s.
- Programme “Supporto tecnico a favore delle iniziative di cooperazione delegata in Egitto”:
1. contract of communication officer.

The Contractor will pay the employees/experts monthly salary on the basis agreed upon with the AICS/Cairo and based upon monthly advance payment from AICS/Cairo to Contractor to cover the employee/expert Gross salary in addition to the amount covering the Contractor’s service fee. The Contractor shall deduct 10% as per applicable due taxes of the payable monthly remuneration in accordance with and as governed by the current Egyptian Taxes Law Number 91/2005-article/11.

The Contractor is liable towards paying the due taxes and claims as it has the full legal responsibility towards dealing with the Egyptian Tax Authority for deducting, withholding and paying the applicable dues taxes on behalf of its employees in accordance to the Egyptian tax law mentioned above.

The Contractor will submit to AICS/Cairo, each 3 month, copy of the documents showing reimbursement to the Egyptian Tax Authority, the amounts deducted from each employee.

The individuals shall not in any way be construed to be either staff members of The Contractor or the AICS/Cairo. The individuals shall not be entitled to any benefit (payment, subsidy, compensation or pension) from the Contractor or the AICS/Cairo.

Number and profile of the personnel as well as contracting conditions of the individuals providing services under this contract will be drafted by the Contractor in accordance with AICS/Cairo indications.

The AICS/Cairo will be responsible for the evaluation of the respective contracted personnel’s assigned duties as detailed in job description and for ensuring that the services provided meet the necessary standards.

The AICS/Cairo reserves the right to evaluate the technical competence of the individual providing the services and will have the right to inform The Recruitment Agency after the trial-working period of 3 months that their requirements are or were not being met. In this case, The Recruitment Agency is obligated to make a suitable replacement once free of charges.

The title rights, copyrights and all other rights in any material produced under the provisions of this Contract shall be vested exclusively for the AICS/Cairo.

Should the services of the individuals not be satisfactory, the AICS/Cairo must notify The Contractor 30 days in writing prior of its intention to terminate individuals contract, as well as the reasons of termination.

SPECIAL QUALIFICATION REQUIREMENTS

• **EGYPT – Office of CAIRO**

1081 Corniche El Nil Str. – Garden City, Cairo – Egypt
Tel. 002 – 02 27920873/4 Fax 002 – 02 27956904

E-mail: segreteria.ilcairo@aic.gov.it www.ilcairo.aic.gov.it

Consistently with the services requested, the following special qualification requirements that are proportionate, pertinent and finalized to their regular execution are envisaged, based on the local regulations. The Contractor should supply the following:

- qualification for the exercise of professional activity;*
- economic and financial capacity;*
- technical and professional skills.*

Section 2

EVALUATION GRID OF THE TECHNICAL OFFER

The elements on the basis of which the score will be attributed to the technical offer and for each single element (criteria and sub-criteria) the relative maximum score that will be awarded which will contribute to obtaining the overall technical score:

For the possession of what is requested in Section 1, as minimum performance requirements or as special qualification requirements, no score is awarded.

The additional score is foreseen only for the criteria and sub-criteria defined specifically and additional features of the offer, of each of which the weight is predetermined in this section.

Section 3

FORM OF PARAMETRATION OF THE ECONOMIC OFFER

The formula according to which an economic score will be assigned to each economic offer:

*(Simple linear formula downwards: $PE(S) = P_{Emax} * [(BA - P) / (BA - Threshold)]$)*

BA = Tender base

P = tender offer of the competitor

P_{Emax} = maximum attributable score

Threshold = value below which no additional score will be awarded with respect to the expected maximum, which can be used to limit excessive reductions= 538.000,00 Euro.

Annex 4

INFORMATION ON THE PROTECTION OF PHYSICAL 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 fundamental rights and freedoms of individuals.

To this end, the following information is provided:

1. The data controller is the Italian Agency for Development Cooperation which, in this specific case, operates through the Cairo Office.
2. The Italian Agency for Development Cooperation has a person responsible for the protection of personal data who, in the event of questions or complaints, can be contacted at the following addresses: the Italian Agency for Development Cooperation, via S. Contarini 25 , 00135 ROME, tel. 0039 06 324921 (switchboard), e-mail: infonet@aics.gov.it; pec: agenzia.cooperazione@cert.esteri.it
3. The personal data requested are necessary for the selection of the Contractor to whom the service object of the contract will be entrusted.
4. The provision of data is an obligation established by Italian law and any refusal to provide the data requested will result in exclusion from the selection procedure or award.
5. The treatment will be carried out manually or computerized by specially appointed personnel.
6. The data will be communicated to the internal and external control bodies of the Italian Agency for Development Cooperation. By signing this information, the interested party gives his consent to the communication of the aforementioned 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 transparency of contracts public.
7. The data is kept for a maximum period of 5 years starting from the moment in which the contractual relationship ends due to completion of the execution or for another reason, including the termination due to default. This deadline is suspended in the event of the start of legal proceedings.
8. The interested party may request access to and rectification of their personal data. In these cases, the interested party must present a specific request at the addresses indicated in point 1, informing the data protection officer of the Italian Agency for Development Cooperation at the addresses indicated in point 2.
9. If you believe that your rights have been violated, you can file a complaint with the data protection officer of the Italian Agency for Development Cooperation. Alternatively, you can contact the Guarantor for the protection of personal data (Piazza di Monte Citorio 121, 00186 Roma, tel. 0039 06 696771 (switchboard), e-mail: garante@gpdp.it, pec: protocol@pec.gpdp.it) or the judicial authority.

Cairo, / /20

Signature of the interested party for acknowledgment and acceptance

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