

ITALIAN CULTURAL INSTITUTE MELBOURNE

INVITATION TO TENDER

PROVISION OF RECRUITMENT AGENCY SERVICES

The Italian Cultural Institute in Melbourne requires the services of a suitably qualified recruitment agency in order to provide services regarding staff provision and account management of the wages, payrolls and all the legal aspects of the negotiations.

The Italian Cultural Institute in Melbourne is the official body of the Italian Government for the promotion of Italian language and culture, covering the states of Victoria, South Australia, Tasmania and Western Australia.

The Institute's mission is to encourage the understanding and enjoyment of Italian culture by organizing and promoting cultural events at its premises at 233 Domain Road, South Yarra. As well as organising cultural events, the Institute offers Italian language and culture courses across all levels, conducted by highly qualified and experienced native Italian speaker teachers.

1. Tender Process

- 1.1 The Italian Cultural Institute in Melbourne ("**Institute**") is providing this Invitation to Tender ("**ITT**") to various interested suppliers in connection with the procurement of recruitment agency services described in point 2 below.
- 1.2 Each response to this invitation to tender (a "**Tender Response**") submitted by each supplier (a "**Tenderer**") should be detailed enough to allow the Institute to make an informed selection of the most appropriate solution and supplier.
- 1.3 Subject to the terms of this ITT, the Institute proposes, but is not obliged, to enter into a contract with the successful Tenderers. The Institute reserves the right (at its sole discretion) not to enter any contract with any Tenderer.

2. Scope of Service

2.1 This tender is for the provision of recruitment agency services to the Institute. Specifically, the services required are:

1 Staff provision

Tenders must be able to provide candidates and fill vacancies in a reasonable amount of time. Positions required at the Institute are, but not limited to:

- Italian language teachers.
- Administrative staff.

2 Management of wages and payrolls

Tenders must be able to manage payrolls and payments for all the Institute's employees. On the average of previous years, the Institute needs 14 to 20 teachers per year for the 4 terms of courses and for private lessons. In periods of high volume of work, it could employ staff for administrative assistance for language courses and office.

2.2 The Italian Cultural Institute estimates the value of the service at **\$ 204,035.00**. The table below, as an example only, shows some information related to services and hours that can be required. Please note:

that the hours indicated are only estimated and may vary in decrease or increase according to the enrollment in the courses.

that some courses can be activated on Saturdays. The Institute is not required to ensure the number of hours described in the table.

that the maximum amount established for the service \$ 204,035.00 cannot be exceeded.

Tenders must take into account that positions required at Institute might not be limited to those shown below.

Employee	Approximately n. of Hours	Hourly Rate	Estimated Wage
Teachers	3000	\$60.00	\$180,000.00
Teachers (Saturday, Private Tuition at home)		\$60.00	
Language courses Coordinator Assistant	500	< \$60	
Administrative assistant	400	< \$60	

Tenders are required to fill in FORM B and FORM C which form an essential part of the Tender Application Form, considering the job positions and that the hourly cost for service other than specialized teaching must be lower (and specific for category) than \$ 60, the maximum hourly amount for this procedure.

Tenders must be aware that the \$ 60 sum is all-inclusive (including payroll wage management and corporate benefit).

3. Evaluation Criteria

3.1 Selection of the successful supplier will be based on the less expensive tender.

4. Exclusion Criteria

4.1 Tenderers shall be excluded from participation in this procurement procedure if:

a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;

f) they have been the subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information or being declared to be in serious breach of his obligation under contract covered by the budget.

g) Please refer to the Declaration of expression of interest and absence of grounds for exclusion pursuant to section 57 of the Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, as amended by the consolidate version of 01/01/2022, as well as meeting the minimum requirements of professional competence, economic and financial capacity, technical and professional skills

5. Contract Term

- 5.1 The Institute proposes, but is not obliged, to enter into contract for a maximum of 12 months with the successful Tender.
- 5.2 The Institute anticipates that the commencement date for the provision of service will be **1st February 2023 at the earliest** and will end the **31st December 2023**.

6. Clarification about the ITT

- 6.1 Any enquiries or requests for clarifications of any matters arising from this ITT should be sent in writing to melbourne.iic-amm@esteri.it.

7. Completion of the Tender Response

- 7.1 Tender Response documents (including the completed Tender Application Form B and C) must be returned by registered post to the following address:
ITALIAN CULTURAL INSTITUTE, 233 DOMAIN ROAD SOUTH YARRA 3141 VIC and the tracking code must be sent to the email address: iicmelbourne@esteri.it.
- 7.2 The Tender Application Form should be completed in full and duly signed by an authorised representative of the tendering organisation. Please include the details of the person at your organisation who can be contacted by the Institute in relation to your Tender Response.
- 7.3 The Tender Response must be clear, concise and complete. The Firm reserves the right to mark a Tenderer down or exclude it from the procurement if its Tender Response contains any ambiguities or lacks clarity. Tenderers should submit only information that is necessary to respond effectively to this ITT. Tender Responses will be evaluated on the basis of information submitted by the deadline.
- 7.4 The Institute reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender Response during the evaluation phase. Tenderers are asked to respond to these requests promptly and to avoid vague or ambiguous answers.

8. Deadline for Receipt of Tender Responses

- 8.1 Responses to this ITT must arrive and the tracking code must be anticipated by email to iicmelbourne@esteri.it by 11.59 pm on Monday **30th January 2023**.
- 8.2 Any Tender Response received after the deadline shall not be considered. The Institute may, however, in its own absolute discretion extend the deadline and in these circumstances the Institute will notify all Tenderers of any change.

9. Contract Award

- 9.1 Contract award is subject to the formal approval process of the Institute. Until all necessary approvals are obtained, no contract will be entered into.

10. Contract Award Notification

- 10.1 Once the Institute has reached a decision in respect of the Tender Responses received, each Tenderer will be notified of the decision regarding their particular Tender Response. The Institute will not be obliged to discuss reasons for declining/excluding/not proceeding further with any Tenderer, or at all.

11. Warning and Disclaimers

- 11.1 While the information contained in this ITT is believed to be correct at the time of issue, the Institute will not accept any liability in any circumstances for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability howsoever arising in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT and in respect of any other written or oral communication transmitted (or made available) to any Tenderer. No representations or warranties are made in relation to these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the Institute.
- 11.2 Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Institute (or any other person) to enter into a contractual arrangement.

12. Confidentiality

- 12.1 The contents of this ITT must not be copied, reproduced, distributed, or passed to any other person at any time except for the purpose of enabling the Tenderer to submit a Tender Response.
- 12.2 The Firm may use the information included in a Tenderer's Tender Response for any reasonable purpose connected with this ITT. In particular, once a Tenderer has been excluded, the Institute reserves the right to use any ideas contained in that Tenderer's Tender Response in any ongoing discussions with other Tenderer's but not to reveal the identity of the provider of these ideas.

13. Tender Conduct and Conflict of Interest

- 13.1 Any attempt by Tenderers to influence the contract award process in any way may result in the Tenderer being disqualified.
- 13.2 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and the Institute. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Institute.

14. The Institute's Right

- 14.1 The Institute reserves the right to:
- a) waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Institute;
 - b) seek clarification or documents in respect of a Tenderer's Tender Response;
 - c) disqualify any tenderer that does not submit a compliant Tender Response in accordance with the instructions in this ITT;
 - d) disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender Response. Any Tenderer who directly or indirectly canvasses any employee of the Institute concerning the award of the contract will be disqualified. The Institute may exclude any Tenderers from the tender process who have been found to be in breach of confidentiality and may pursue any remedy or take any other action for breach as it considers appropriate;
 - e) withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis;
 - f) choose not to award any contract as a result of this procurement process;
 - g) In case of only one response to this ITT, award the contract to the only bidder;
 - h) make whatever changes it sees fit to the procurement process set out in this Invitation to Tender.

15. Tender Costs

- 15.1 The Institute will not in any circumstances be liable for any tender costs, expenditure, work or effort incurred by a Tenderer in carrying out enquiries in relation to, proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the Institute.



Melbourne, 16/01/2023

Angelo Gioè
IIC Melbourne Director
R.U.P.