

REQUEST FOR TENDER

Italian Cultural Institute
125 York Street, Level 4
Sydney, NSW 2000

CIG n. 9551254823

Sourcing and managing of teachers for Italian language courses

The Italian Cultural Institute of Sydney – the cultural office of the Consulate General of Italy - is seeking submissions from organisation(s) that have appropriate certifications, qualifications, capacity, experience and a high standard of capability who can deliver the best value for money in sourcing and managing language instructors for Italian language courses offered by the Institute.

Request for Tender will close on **10 February 2023** at 12.00pm

Last Queries Date is 01 February 2023.

The Officer in charge of the Tender is Paolo Barlera, director of the Institute

The Contact Person for this RFT is Paola Vertechi and can be contacted by emailing admin.iicsydney@esteri.it for further information.

Address for submissions is: Italian Cultural Institute
125 York Street, Level 4
Sydney NSW 2000

A free electronic version of this Request for Tender containing the complete detail of the requirements is available at iicsydney.esteri.it/iic_sydney/en/avvisi/bandi-di-gara-e-contratti/

CONTENTS

- Invitation
- Bid Rules
- Annexure A – Tender Submission Form
- Annexure B – Requirements declaration Form
- Annexure C – Privacy Policy
- Annexure D – Monetary Offer Form

INVITATION

On behalf of the Ministry of Foreign Affairs and International Cooperation, the Italian Cultural Institute of Sydney ("Institute") invites companies ("Tenderer") to submit tenders for the provision of the services described below in the SCOPE section.

1. INTRODUCTION / BACKGROUND

- 1.1 As part of its institutional mission, the Institute offers courses of Italian language and culture, and needs to contract organisation(s) who can provide specialized teachers for such courses.
- 1.2 A Request for Tender (RFT) is therefore issued for the selection of such an organisation to provide Italian language teachers for the period **01 April 2023 – 30 June 2025**.
- 1.3 The courses of Italian Language and Culture will be taught at the Institute's premises, located at 125 York Street, Sydney ("**Premises**"), or another venue in the City of Sydney as per the operational requirements of the Procurer.
- 1.4 The Institute estimates the value of the Service at **204,750.00 AUD**, equivalent to 130,455,55 EUR (based on the Banca d'Italia's exchange rate on 16.12.2022), all-inclusive.
- 1.5 The Tender price ("**Tender Price**") is AUD 65.00 (sixty-five Australian dollars) per hour of teaching inclusive of any employee entitlements, including Superannuation and insurance costs.

2. **SCOPE**

2.1. Service: Tenderer is expected to provide teachers for the Institute's courses, coordinate them according to the course schedule, prepare payrolls, liquidate any fee/wage, salary/commission payable to the teachers based on the actual hours of teaching, and pay of all employment entitlements (including Superannuation).

2.2. Period: Tenderer is expected to provide such service from **01 April 2023 through 30 June 2025**.

2.3. Value of the Service agreement: The maximum value of the Agreement is: **204,750 AUD** which has been calculated from an estimated 1400 hours of yearly demand and a 65.00 AUD price per hour of teaching.

2.4. Adjudication criteria: Pursuant art. 95 of D.Lgs. 50/2016, in view of the fact that the Service can be related to recurring contractual standards, the Tender will be adjudicated to the lowest offer with respect to the base price of **AUD 65,00 (sixty-five)** per hour of teaching

2.5. Requirements: Tenderers are expected to have the necessary skills, knowledge and experience to provide the Service and to comply with the Statement of requirements detailed below in Section 8. Proof of eligibility shall be given in the form of Statutory declaration (see Annexure 2).

2.6. Exclusions: Non-compliance with any of said requirements constitutes grounds for exclusion. Tenderers consent to the Institute verifying with the competent local authorities the declarations and/or statements made by the Tenderers with respect to said requirements.

2.7. Main contract clauses: By submitting RFT offers, Tenderers agree to accept the following main contract clauses

- a) Institute and Tenderer jointly determine the number of courses, course schedule, course material, course type (in-presence or remote) and minimum and maximum number of students per class;
- b) Tenderer abides to Institute's policies regarding admission tests, course fees, course withdrawals, make-up classes, etc.;
- c) The Institute makes classrooms available at its Premises based on the course schedule. Tenderer agrees to reschedule classes in case of clashes between Institute's functions and classes.
- d) The Institute agrees not to solicit, initiate, or encourage the submission of any proposal or offer from any other organization, during the period of the contract, to enter in similar agreements with respects to the sourcing and managing of teachers.
- e) The Institute will pay Tenderer the contracted hourly amount(s) on a bi-weekly basis upon receipt of an invoice stating the number of hours taught for each course. ¹
- f) IIC has the right to rescind the Agreement in case the Service is not up to the expected quality level or infringes any one of the conditions;
- g) Tenderer agrees to guarantee a number of Teachers adequate to the Institute's course schedule, with a minimum number of courses per year including (i) beginner, intermediate and advanced level courses, (ii) conversation courses, (iii). culture courses
- h) Tenderer agrees to guarantee the teachers' professional qualifications, and that Teachers:
 - i) must not have criminal convictions;
 - ii) must meet the legal requirements to be able to work in Australia;
 - iii) must be native speakers of Italian;
 - iv) must hold a bachelor's degree;
 - v) must have a certificate attesting their competence in teaching Italian to non-Italian speakers or, alternatively, have at least 150 hours of proven experience in teaching Italian as a foreign language.

¹ Please note that the maximum amount (referred to the entire Agreement period) is an estimate of the presumed need of teaching hours during the Agreement period. In the event that, prior to the end of the Agreement period, the projected amount(s) exceed the Agreement maximum amount, the Agreement will be considered as terminated and IIC will not be under obligation to offer further courses

BID RULES

3. PROCUREMENT PROCESS

This procurement process does not give rise to or amount to a process contract whether a tender is submitted in response to this Invitation or not. (A process contract means a contract about the tendering process.)

After considering any responses submitted in accordance with these Bid Rules, the Institute will decide whether or not to enter into negotiations with one or more tenderers.

4. CLARIFICATION

Until the Last Queries Date (see Invitation) Tenderer may seek clarification of any matters relating to this RFT by directing enquiries to the Contact Person. The Institute reserves the right to inform all other tenderers of the question or matter raised and the response given, but may at its discretion choose not to do so.

5. FORMAT, CONTENT AND SUBMISSION OF BIDS

On penalty of exclusion, responses to this RFT must:

- be completed by the Tenderer using the response templates provided by the IIC;
- be in English;
- be appropriately endorsed by an authorised officer of the Tenderer;
- quote price(s) in Australian dollars;
- if applicable, quote price(s) that are inclusive of GST, and show that amount separately;
- comprise 2 hard copies (one original and one copy marked copy 1).

6. SUBMISSION

Under penalty of exclusion, responses must comply with the following:

5.1 The documentation containing the response ("Package") must be submitted in in a sealed envelope, EITHER sent by registered post to the Institute's address **at Level 4, 125 York Street, Sydney NSW 2000**, OR delivered by hand to the same address.

5.2 The Package must be received no later than **10/02/2023 at 12:00 noon**. Hand deliveries will be accepted Monday to Thursday between 09.30 and 18.00, and Friday between 09.30 to 13.00. Timely delivery of the Package remains the exclusive responsibility of the Tenderers.

5.4 The Package must be marked "DO NOT OPEN – LANGUAGE COURSES RFT".

5.5 The Package must contain TWO letterhead envelopes, also sealed, and marked as follows

- Envelope n. 1: Administrative documentation
- Envelope n. 2: Monetary offer

5.6 Envelope no. 1 must contain the following documentation:

- i) Submission Form (use form in Annexure A)
- ii) Requirements Statement (use form in Annexure B)
- iii) Privacy Policy Information (use form in Annexure C)

5.7 Envelope no. 2 must contain (use form in Annexure D):

The Monetary Offer form, which must be signed in a legible form by the Tenderer's legal representative or by any other person with power of attorney. The offer must be equal to or lower than the Tender Price (AUD 65.00 per hour of teaching). Offers at an amount higher than the Tender Price will not be considered.

7. RESERVATION OF RIGHTS

The IIC reserves the right to:

- seek the advice of external consultants to assist the IIC in the evaluation or review of bids;
- make enquiries of any person or entity to obtain information about the tenderer and its bid;
- seek information from any tenderer;
- following the evaluation of responses, invite revised responses from one or more tenderers;
- following evaluation of responses, negotiate with one or more tenderers;
- following evaluation of responses, decide not to accept any tender.

8 ELIGIBILITY

In order to be considered, Tenderers are expected to:

- declare any actual or potential conflict of interest;
- not seek to employ or engage the services of any person who has a duty to the IIC as an adviser, consultant or employee (or former adviser, consultant or employee) in relation to this process;
- not collude with any potential tenderer;
- comply with all laws in force in NSW applicable to the process;
- disclose whether acting as agent, nominee or jointly with another person and disclose the identity of the other person;
- not offer any incentive to, or otherwise attempt to influence, any employee of the IIC or any member of an evaluation committee at any time; and
- not make any news releases or responses to media enquiries and questions pertaining to this process without the IIC written approval.

If Tenderers act contrary to such expectations, the IIC reserves the right (regardless of any subsequent dealings) to:

- terminate negotiations;
- terminate consideration of your bid; and
- terminate any contract between Tenderer and the IIC in relation to the Service without any obligation on the IIC to make any payment to Tenderer.

9 ACCEPTANCE AND ASSESSMENT OF TENDER(S)

- 9.1 The tender assessment process will follow the general methodology of the "Lowest price", as described in D.Lgs. 50/2016. The lowest priced tender will be invited to negotiate.
- 9.2 No acceptance of a tender nor any invitation to negotiate or to make an offer will be effective to constitute a contract or to create any legitimate expectation on the part of the Tenderer unless a formal written contract is executed by both parties.
- 9.3 Notification to a Tenderer that it is the preferred tenderer will not constitute an acceptance of the tender but an invitation to negotiate.
- 9.4 The Institute will proceed to negotiate the Contract even in the presence of only one valid offer, provided that it is deemed appropriate and convenient.
- 9.5 Should offers with the same Tender Price be submitted, the Institute will ask Tenderers to lower their offers.

10. SELECTION PROCEDURE

- 10.1 The Packages received will be opened at a public meeting at the IIC's Premises (Level 4, 125 York Street, Sydney NSW 2000) on **14 February at 10 am**.
- 10.2 During this meeting the RUP will:
 - (a) consider the regularity of the Package's arrival and their integrity;
 - (b) open the Package and the envelopes, examine the documentation and verbalize the offers received.
 - (c) Verbalize the provisional adjudication of the tender
- 10.3 The selected Tenderer will be sent a Provisional Adjudication letter with an invitation to stipulate a contract. Within 7 days from receipt of the letter, the selected Tenderer shall send a written acceptance under penalty of rejection. Upon receipt of acceptance, IIC will issue a final adjudication.
- 10.4 Within 30 days from the final adjudication, a Contract between the IIC and the selected Tenderer must be signed and executed.

11 CONFIDENTIALITY

Information supplied by or on behalf of the Institute is confidential to the Institute and Tenderers are required to maintain its confidentiality. The Institute understands the need to keep commercial matters confidential in appropriate circumstances, but reserves the right to disclose some or all of the contents of Responses and related information (see Privacy Policy in Annexure C)

12 **COPYRIGHT**

By submitting a response, Tenderers will be expected to:

- license the Institute to reproduce for the purposes of this process the whole or any portion of the bid despite any copyright or other intellectual property right that may subsist in the bid; and
- transfer ownership in the documents and any other materials constituting the bid to the Institute.

Without the express prior written consent of the Institute, Tenderers must not re-produce, re-advertise and or in any way use the contents of the Invitation to Tender or these Bid Rules, either in whole or in part, other than in your bid documentation.

13 **COST OF PREPARATION OF BIDS**

Tenderers are responsible for the cost of preparing and submitting a bid and all other costs arising out of the process.

14. **ARBITRATION**

Any dispute, controversy or claim arising out of, relating to or in connection with this Tender, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the NSW Arbitration Rules. The seat of arbitration shall be Sydney.

Copies of the relevant Italian decrees and regulations are available on demand by writing to the Contact person at the following email address: admin.iicsydney@esteri.it