

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, and D (or other types of visas)

"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.