



## **SELECTION OF A COMPANY TO PROVIDE SERVICES FOR THE OPERATION OF THE FOREIGN DIRECT INVESTMENT DESK AT THE TRADE PROMOTION SECTION OF THE EMBASSY OF ITALY – VIENNA**

*Carefully review this Invitation to Bid (ITB) and verify all requirements before submitting a proposal. Incomplete submissions will not be considered.*

*Upon receipt of a complete proposal (hereafter referred to as the "submission"), it will be assumed that all terms and conditions outlined in this ITB are acknowledged and accepted. For any inquiries prior to submission, please contact the ITA Italian Trade Agency (Trade Promotion Section of the Embassy of Italy) at the email address provided below.*

The Vienna office of the *ITA Italian Trade Agency* announces a call for tenders for the provision of company and related services.

Interested companies are invited to participate in the tender and submit a bid, based on the instructions given in this letter of invitation.

### **AWARDING ENTITY**

*ITA Italian Trade Agency, Vienna Office (Trade Promotion Section of the Italian Embassy in Vienna)*

Rennweg 27 – 1030 Wien – T +43 1 5039080, [vienna@ice.it](mailto:vienna@ice.it), [www.ice.it](http://www.ice.it)

The Vienna Office is represented by Dr. Corrado Cipollini, Director of the *ITA Italian Trade Agency*.

The *ITA Italian Trade Agency* promotes the internationalization of Italian companies in alignment with the policies of the Italian Ministry of Foreign Affairs and International Cooperation. ITA supports Italian companies in their internationalization activities and operates through a global network of offices, including **the ITA Italian Trade Agency, Vienna Office**.

It also acts as the entity in charge of promoting the attraction of foreign investments to Italy.

With a widespread network of offices abroad, ICE carries out information, assistance, consultancy, promotion and training activities for small and medium-sized Italian companies.

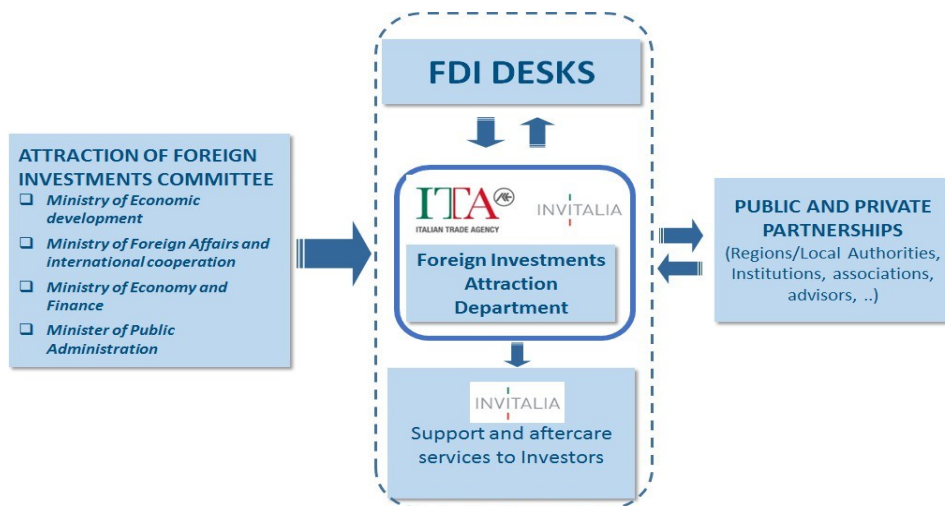
**For further details on the ITA Italian Trade Agency's activities in Italy and internationally, visit ITA Italian Trade Agency's website: [www.ice.it](http://www.ice.it)**

### **FOREIGN DIRECT INVESTMENT (FDI) UNIT SERVICES**

Through its FDI Unit, ITA assists foreign companies aiming to establish or expand operations in Italy by:

- Promoting business opportunities across strategic sectors
- Assisting foreign investors with the setup and expansion of their operations
- Providing comprehensive support throughout the entire investment life cycle
- Offering high-level advisory services for ongoing strategic investments.

## ITA FDI ORGANIZATIONAL STRUCTURE



The FDI organizational structure comprises the Foreign Investments Department in Rome.

The FDI Desk in Vienna serves the Austrian, Czech and Slovak market.

## THE BID: DESCRIPTION OF SERVICES REQUESTED

ITA Vienna Office is seeking a Service Provider to operate the Foreign Direct Investment (FDI) Desk, aimed at promoting direct investments from Austrian, Czech and Slovak Republic to Italy.

The ideal Service Provider should have substantial expertise in one or more of the following areas:

- Investment banking or finance
- Investment promotion agency experience

Candidates should possess significant experience and insight into Austrian, Czech and Italian business landscapes, with an understanding of global FDI trends.

### **DELIVERABLES AND ROLE REQUIREMENTS:**

The Company will be responsible for the following tasks:

- Appoint a qualified manager (referred to as the “Appointed FDI Desk Manager”) to act as the main liaison between ITA Vienna Office and counterparts in Italy. Even single-member companies can still participate at the selection
- Represent ITA Vienna Office and actively promote Italy as a prime business and FDI destination among local investors.
- Develop and update investment reports, studies, and informational notes for both local and Italian stakeholders, including insights on significant opportunities and relevant events for investors in Italy.
- Develop and maintain an up-to-date database with contact information from companies met during meetings, workshops, and networking activities.
- Follow up with potential investors previously contacted by the FDI Desk, ensuring continuity in aftercare services already initiated.
- Organize and manage meetings and networking events with target investors, presenting Italy’s institutional and regulatory framework for foreign direct investment, with emphasis on the National Recovery and Resilience Plan (NRRP), governance on foreign investments, and sector-specific proposals.
- Participate in relevant industry events, trade shows, and conferences
- Keep the Foreign Investments Attraction Office updated through weekly video meetings, quarterly reports on activities carried out and in progress (utilizing designated platforms and IT tools) and a final report at the contract’s conclusion.
- Promote the offer portfolio compiled by the ITA Investment Attraction Department in Rome and its partners, according to the needs of interested investors.
- Collaborate closely with the network of ITA FDI Desks and Italian diplomatic missions globally.
- Aid ITA Vienna Office and ITA headquarters in lead generation projects in collaboration with Italian Regions and other relevant institutions.
- Promptly relay any significant opportunities and/or events relevant to foreign investors from Austria, Czech Republic or Slovak Republic to the ITA Investment Attraction Department in Rome.
- Organize and support investment promotion visits in collaboration with ITA FDI Department teams or partners.
- Generate leads, scout for investors, and provide ongoing support to potential investors throughout the investment lifecycle.
- Take action for the complete realization of investments in Italy

### **THE SERVICE PROVIDER**

The selected Company will work closely with the Foreign Investments Attraction Department in Italy, under the guidance of the ITA Vienna Office Director. Responsibilities include transforming initial contacts into concrete investment leads and, subsequently, into active investment engagements.

- The Company must comply with all rules, regulations, policies and work practices followed by ITA Vienna and the FDI Dept at ITA Head Office in Rome (Italy). The Company will also use all software packages mandated by the FDI office at ITA Head Office in Rome.
- Adhere to all quality procedures set forth by ITA.
- It shall meet the “General requirements” ESPD added at this ITB.
- The candidate company must be based and registered in Austria.
- Additionally, the candidate must register with the ITA Vienna Supplier’s Register (“Regelwerk Lieferantenregister”), complying with all requirements listed at **ITA** Vienna Supplier Registration at the following link: <https://www.ice.it/en/markets/austria/regelwerk-lieferantenregister>

**The candidate chosen by the selected company for the position of Appointed FDI Desk Manager, who shall possess the following qualifications:**

- Educational Background: A relevant degree or equivalent professional service
- Professional Experience: background in investment promotion agency or similar roles in the private or public sector related to strategic and operational support for attracting foreign investors
- Deep knowledge of the industrial environment in Italy.
- Language: Fluency in English and German. Italian is a preferred requirement.
- The candidate company agrees that ITA Italian Trade Agency reserves the autonomous and non-objectionable right to reject any designated expert provided by the company that ITA may consider not satisfactory under its sole judgement.

**The offer has to include:**

- **Organization of Activities:** Explanation of proposed strategies and actions for attracting and retaining potential investors, which should cover analysis of the context, including geographic, political, and territorial factors.
- **Company profile and a CV of the proposed person in charge of the project**  
ITA Vienna Office reserves the right to award the contract even if only one bid is submitted, provided that it is deemed valid and worthy of acceptance. Additionally, ITA Vienna Office maintains the discretion to refrain from awarding the contract if, in exercising its right of self- protection, it determines that the bids received do not meet the specified technical and financial standards.
- **The choice will be made in consideration of the offer that will be deemed appropriate by the awarding entity**

*It should be noted that this communication is to be understood exclusively as an invitation to submit a bid for the procedure in question and does not therefore entail any obligation on the part of ITA Italian Trade Agency towards the parties concerned, nor will the possible bid under any circumstances give rise to rights or preferential titles for the purposes of the assignment of tasks by ITA Italian Trade Agency.*

ITA Italian Trade Agency, Vienna Office reserves the right to unilaterally withdraw this bid if any bidding Agency fails to maintain the above-mentioned requirements for the entire duration of the bid.

The company will also use all software packages mandated by the FDI office at ITA Office in Rome.

### **PRESUMED MAXIMUM AMOUNT OF THE CONTRACT**

*The maximum level of expenditure that the ITA Italian Trade Agency, Vienna Office may incur for the service covered by this letter of invitation is assumed to be € 100.000,00 (euro one hundred thousand/00), excluding VAT.*

#### **Fixed and Variable Payments:**

- **Fixed Payment:** 60% payable to the Company in seven equal installments every three months.
- **Variable Payment:** 40% distributed in seven quarterly installments based on the achievement of the Minimum Targets outlined in the “Key Performance Indicators” below”.

**Bidders’ Economic Offer:** The economic offer presented by bidders (the “Price”) should not exceed Euro 100.000 consisting of both the fixed and target-based components.

**Payment Schedule:** The contract duration is 21 months or seven quarters.

Each quarter, in addition to receiving the fixed share of 60% of the amount of the contract, if the Company archives the Minimum Targets of that quarter, it will receive also 1/7 the variable payment based on quarterly target achievements.

If the target is not reached in a quarter, the variable part will not be paid.

If in the following quarter the FDI desk manages to recover and satisfy not only the target of the quarter but also that of the previous missed quarter, the targets for both quarters will therefore be paid (not more than 1 earlier quarter) .

The resulting figures, if decimal, will be rounded down to two decimal places.

**Illustrative Example:** For the “Database” target, the objective is to add 220 new contacts over seven quarters. This target is weighted at 20% of the 40% of total amount (variable payments).

#### Payment of a quarter per one target

$1/7$  (1 trimester)  $\times$  20%  $\times$  max € 40.000 (max bid quote)

The maximum cumulative payment for this target over seven quarters will be Euro 8.000 (considering max bid quote) regardless of additional contacts beyond the target. If no minimum target is achieved, no amount will be paid for that target for that quarter.

**Inclusions and Disbursements:** The Price includes any necessary disbursements, such as local transportation, mobile and international calls, internet access, and business meal expenses in Vienna.

**Additional Expenses:** Expenses due to business trips within Austria (outside Vienna), to Czech Republic, to Slovak Republic, to Italy, to other Countries or other out-of-pocket costs will require prior authorization by the Head of *ITA Vienna Office*, at its sole discretion, per *ITA's* travel policies and regulations.

### **KEY PERFORMANCE INDICATORS**

The following are the minimum targets ("Minimum Targets") that the Company is required to achieve over the contract period:

#### **Minimum Targets for 21 months**

Indicator	Description	Target for 21 months	Target end each quarter	Weight %
<b>Database</b>	New contacts Investor Database based on potential investor screening. The database must include company name, address, sector, homepage, contact person, email/phone, company size, a summary of contact acquisition, and discussion points.	220 contacts	25 (end 1 <sup>st</sup> quarter) 25 (end 2 <sup>nd</sup> quarter) 35 (end 3 <sup>rd</sup> quarter) 35 (end 4 <sup>th</sup> quarter) 35 (end 5 <sup>th</sup> quarter) 30 (end 6 <sup>th</sup> quarter) 35 (end 7 <sup>th</sup> quarter)	20%
<b>Meetings</b>	Participate/Organize meetings (including video or phone calls) with reputable and reliable potential investors. Primary targets: large industrial groups and service companies with international investment interests. Secondary targets: SMEs, financial services.	9	1 (end 1 <sup>st</sup> quarter) 1 (end 2 <sup>nd</sup> quarter) 2 (end 3 <sup>rd</sup> quarter) 2 (end 4 <sup>th</sup> quarter) 1 (end 5 <sup>th</sup> quarter) 1 (end 6 <sup>th</sup> quarter) 1 (end 7 <sup>th</sup> quarter)	30%
<b>Lead generation support in collaboration with regional and other competent Institutions</b>	Provide specialized support to ITA Vienna Office and HQ in assisting companies interested in investing in Italy. This includes services under "Foreign Investor Research" and "Advanced Consultancy."	18	3 (end 1 <sup>st</sup> quarter) 2 (end 2 <sup>nd</sup> quarter) 3 (end 3 <sup>rd</sup> quarter) 4 (end 4 <sup>th</sup> quarter) 2 (end 5 <sup>th</sup> quarter) 2 (end 6 <sup>th</sup> quarter) 2 (end 7 <sup>th</sup> quarter)	30%
<b>Succeed Investment in Italy</b>		1 1	At the end of 7 <sup>th</sup> quarter  At the end of 7 <sup>st</sup> quarter	10%  10%

\* All client interactions and in-country contacts generated on behalf of ITA must be accurately recorded in the designated ITA database(s) within five business days of the interaction. The Company's performance will be evaluated based on the data entered in this database. Any entries not properly recorded will not be counted toward target achievements.

## **GROUNDINGS FOR EXCLUSION**

*Economic operators who are in the conditions indicated in Article 57 of the European Directive 201/24/EU and more specifically in the following conditions which constitute grounds for exclusion cannot express their interest:*

*conviction by final judgment as result of the provisions of Austrian and Italian law for one of the following reasons:*

- a) participation in a criminal organization*
- b) corruption*
- c) fraud*
- d) money laundering and criminal activity*
- e) child labour and other forms of trafficking in human beings*
- f) if the operator has not fulfilled obligations relating to the payment of taxes or social security contributions and if this has been established by a judicial or administrative decision having final and binding effect under Austrian and Italian Law*
- g) furthermore, the participation of economic operators is not allowed, in respect of whom the provisions of the Austrian and Italian legislation have established the prohibition to sign agreements and contracts with the Public Administrations of the various countries.*

## **DURATION OF THE CONTRACT**

The contract duration is 21 months, The contract shall be in effect from its signature for a duration of 21 months.

The contract will automatically conclude upon expiration without any notification required from either party, and there will be no tacit renewal.

The awarded company must guarantee continuity of the supply service for the entire duration of the contract.

**It should be noted that no employment relationship will be established between the appointed FDI Desk Manager and ITA Agency in Vienna.**

## **CONTRACT TERMINATION CLAUSES**

If within the first six months, the Company fails to achieve at least 30% of the Minimum Targets for the Database category (18), *ITA Vienna* reserves the right to terminate the contract.

If *ITA Vienna* elects to terminate the contract for failure to meet the 30% threshold in Database target within the initial six months, *ITA* will not be obliged to make further payments. For example, if after the



first six months, the Company has not met these Minimum Targets and *ITA* decides to terminate the contract, *ITA* will owe no further payments for the remaining 15 months of the contract.

### **PAYMENT TERMS**

Payment for the fixed for the service provided during the period of validity of the contract will be made by bank transfer at the end of each quarter upon presentation of an invoice indicating the number of the letter of assignment, the code number CIG that will be indicated in the contract, as well as the account details (IBAN/BIC) of the awarded company.

Payments will be issued upon delivery of the Company's standard period report, after *ITA Italian Trade Agency, Vienna Office* issues a Certificate of Regular Execution, and upon receipt of a proper invoice.

### **The invoice, addressed to:**

**ICE-Italienische Agentur für Aussenhandel**

**Abteilung für Handelsförderung der Italienischen Botschaft**

**Rennweg 27**

**1030 Wien (Austria)**

are to be sent in by e-mail to **vienna@ice.it**.

### **TERMS AND DEADLINES FOR THE SUBMISSIONS OF BIDS**

*Under penalty of exclusion, the offer must be received by ITA Italian Trade Agency, Vienna Office vienna@ice.it by 3 p.m. on 7<sup>th</sup> March 2025, enclosing:*

- *this invitation letter initialed on each page and signed for acceptance*
- *a declaration drawn up as added, duly initiated on all pages, and signed*
- *a copy of an identity document of the signatory of the offer*
- *a company profile with a CV of the person in charge of the desk*
- *Organization of Activities: Explanation of proposed strategies and actions for attracting and retaining potential investors*

*A bid will not be considered valid:*

- *if received after the maximum time limit set or have been submitted in a form other than that indicated above*
- *if includes conditions or do not clearly accept the required conditions, create misunderstandings about the contractor's willingness to adhere fully to the above conditions or the indication of the cost*
- *if do not contain one or more elements required in this letter of invitation*



## **NON COMPLIANCES AND PENALTIES**

*ITA Italian Agency, Vienna Office reserves the right to apply a penalty, to an extent to be determined on the basis of the seriousness of the event occurred and within 3% of the amount of the service provided in a different way, if the expected requirements and indicated in this notice are not met.*

*The breach of contract shall be the subject of a written complaint by the client, to which the winning company shall be entitled to respond in writing within 5 working days of notification.*

*Penalties will be applied without fail if the company awarded the contract HAS not provided any justification within the deadline or if the justifications provided, in the unquestionable judgement of the client, will be considered insufficient or inadequate.*

## **RULES OF CONDUCT FOR CONTRACTORS AND/OR STAFF OF THE CONTRACTING COMPANY**

*In carrying out the assignment the economic operator undertakes to comply with the disciplinary and behavioural code adopted by ITA Italian Trade Agency, Vienna Office.*

*The disciplinary and behavioural code of ITA Italian Trade Agency is available on the website [www.ice.it](http://www.ice.it) under “Amministrazione Trasparente” – “Disposizioni generali” – “Atti generali”.*

*Should any breach of the obligations referred to in the code be held to be serious in nature, ITA Italian Trade Agency will be entitled to terminate the contract.*

## **CONFIDENTIALITY OBLIGATIONS**

*The company with which the contract will be concluded has the obligation to keep the data and information in its possession confidential and not to disclose them in any way and not to use them for any purpose other than those necessary for the execution of this contract. In particular, it should be noted that all obligations regarding confidentiality will be respected even in the event of termination of the existing relations with ITA Italian Trade Agency. The contractor is responsible for the exact observance of the aforesaid confidentiality obligations by its employees and consultants. In the event of non-compliance with the confidentiality obligations, the ITA Italian Trade Agency has the right to declare this contract terminated by right, it being understood that the contractor shall be obliged to pay compensation for any damage that may be caused to the ITA Italian Trade Agency.*

## **REPORTING OF UNLAWFUL ACTIVITY**

*Companies providing goods or services for the benefit of the ITA Italian Trade Agency may report any “unlawful conduct” of which they become aware in the context of the contractual relationship. Such reports are handled by means of an IT application, in total confidentiality, through access to the website [www.ice.it](http://www.ice.it), section “Whistleblowing”, available via the following link: <https://ice.whistleblowing.it/#/>*

## **PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS**

*Your company is invited to note the statement regarding the processing of personal data pursuant to Regulation (EU) 2016/679 (the “GDPR”), available on the ITA Italian Trade Agency’s website at the following address <https://www.ice.it/it/privacy>.*

*Any information or clarification can be requested by writing to [vienna@ice.it](mailto:vienna@ice.it).*

### **NO SUBCONTRACTS OR TRANSFER OF SERVICES**

Due to the specific nature of the Services, which require a reliable provider capable of ensuring swift execution, the Awarded Service Provider is strictly prohibited from subcontracting any portion of the Services.

All projects undertaken by the Awarded Service Provider during the contract period must be completed as representations of services provided by *ITA Italian Trade Agency, Vienna Office*. These projects shall not be utilized for any other commercial activities without the express consent and representation of *ITA Italian Trade Agency, Vienna Office*.

**ITA Italian Trade Agency, Vienna Office reserves the right to terminate the Contract in the event of any breach of this clause.**

### **OWNERSHIP OF WORK PRODUCT**

The Awarded Service Provider agrees and undertakes that all information, documentation, contacts, investor databases, and any other intellectual property, trade secrets, and/or know-how generated or utilized during the performance of Services under the Contract (collectively referred to as the "Work Product") will be the exclusive property of *ITA Italian Trade Agency, Vienna Office*. The Awarded Service Provider shall not use any such Work Product for purposes other than fulfilling the Contract and shall discontinue all use of the Work Product upon termination of the Contract, regardless of the reason for termination.

### **RESTRICTIONS ON THE AWARDED SERVICE PROVIDER**

The Awarded Service Provider agrees and undertakes that it shall not (and shall ensure that the Appointed FDI Desk Manager shall not):

Perform any activities outlined in this ITB for any other public or private entity, institution, or organization related to attracting investors to Italy, during the term of the Contract and for 12 months following its termination.

Establish any commercial relationship, directly or indirectly, with the investors, individuals, or potential investors contacted during the provision of Services, either during the term of the Contract or after its termination. For clarity, the Awarded Service Provider may offer these parties services unrelated to those specified in this Contract.

### **LIQUIDATED DAMAGES**

In the event of a breach of obligations by the Awarded Service Provider as outlined in Paragraphs: "Protection of confidentiality and right of access", "Ownership of Work Product", and "Restrictions on the Awarded Service Provider", *ITA Vienna Office* shall be entitled to ask reimbursement as liquidated damages.

These Liquidated Damages represent a reasonable and genuine estimate of the actual losses and damages *ITA Italian Trade Agency, Vienna Office* is likely to suffer or incur and are not intended to serve as a penalty.

*ITA Vienna Office* reserves all rights and remedies for any actual losses and damages exceeding the amount of the Liquidated Damages.

### **CONTRACTUAL EFFECTIVENESS**

All rules and provisions contained in this ITB are binding upon the Awarded Service Provider from the moment the bid is submitted. For *ITA Italian Trade Agency, Vienna Office*, these provisions become binding only upon the signing of the Contract.

### **FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure to fulfill its obligations under this Contract due to causes beyond its reasonable control ("Force Majeure"). Force Majeure events include but are not limited to acts of government or governmental authorities, compliance with laws or regulations, fires, storms, floods, earthquakes, wars (declared or undeclared), rebellions, revolutions, riots, strikes, or lockouts.

### **PROCESSING OF PERSONAL DATA ACCORDING TO REGULATION (EU) 2016/679**

Bidders are encouraged to review the information on the processing of personal data in accordance with Regulation (EU) 679/2016 ("GDPR"), available on the ITA website: <https://www.ice.it/en/privacy>.

Access to tender documents is regulated by the Italian Law No. 241 of August 7, 1990.

### **INTERPRETATION AND RIGHT TO WITHDRAWAL**

*ITA Italian Trade Agency, Vienna Office*, as an entity of the Government of the Republic of Italy, reserves the sole right to interpret all terms and conditions contained in this ITB. Such interpretations are final and binding for all bidders.

This bidding process is governed by Art. 7, Par. 2, Lett. b of the Ministry of Foreign Affairs Decree No. 192 of November 2, 2017, as amended by D.M. 32/2024.

Furthermore, *ITA Italian Trade Agency, Vienna Office*, as a foreign governmental entity with full diplomatic and immunity status, retains the right to irrevocably withdraw this invitation to bid and/or cancel the awarding procedure at any time and for any reason, without incurring any liability under any circumstances.

Corrado Cipollini

Head of *ITA Italian Trade Agency, Vienna Office*

Trade Promotion Section of the Embassy of Italy in Vienna