



New York

RUP: Erica Di Giovancarlo
CIG: TBD CdS 4/24 del 12/01/2024
CO.GE: 651502008
COAN: Various
CdC: 3CB1

INVITATION FOR BID (IFB)

FRAMEWORK CONTRACT (3 years) FOR "CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE FOR 3 YEARS (2024-2027)"
- CIG: TBD CdS 4/24 del 12/01/2024
FOR THE ITALIAN TRADE AGENCY (ITA) - NEW YORK OFFICE

1. **BACKGROUND**

ITA - Italian Trade Agency is the Governmental agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy. ITA is headquartered in Rome and operates with a net of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses. In the US, ITA is present in the following cities: New York, Chicago, Los Angeles, Houston and Miami. For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website [https://www.ice.it/en/\(Italian/English\)](https://www.ice.it/en/(Italian/English)).

This invitation for bid is published on ITA New York website also in order to increase the number of potential service providers in Vendor Registration Portal. For more information, please consult <https://www.ice.it/en/markets/usa/new-york/vendor-registration-portal>

2. **AWARDING ENTITY**

The Italian Trade Agency ("ITA") –New York Office,

Italian Trade Commission - New York
Trade Promotion Section of the Consulate General of Italy
33 East 67th Street
New York, NY 10065-5949
T 212-980-1500 F 212-758-1050
E-mail: newyork@ice.it
www.ice.it

Certificate N. 38152/19/S
ISO 9001 / UNI EN ISO 9001:2015



33 East 67th Street, New York, NY 10065

Website: <https://www.ice.it/en/markets/usa/new-york>

Mrs. Erica Di Giovancarlo , Trade Commissioner of The Italian Trade Agency New York Office

E-mail: newyork@ice.it_Tel (212) 848 0318- Fax (212) 758.1050

The ITA New York Chief Procurement Officer (CPO)/ *Responsabile Unico del Procedimento* (the acronym is RUP in Italian) is Erica Di Giovancarlo , the ITA New York Trade Commissioner.

If you have any questions regarding this tender, please send a message to the following email: newyork@ice.it.

3. DESCRIPTION OF SERVICES REQUESTED

ITA – New York Office (hereinafter “ITA”) pursuant to art. 7 co. 2, lett. b) of DM 192/2017, within a 3 years “Framework Agreement”, invites Catering service providers located in the United States (the “Caterer”) to submit a bid with their best offer (please see details on section 4. “price offer”) for promotional events organized by ITA, in its own premises or in other venues located in the New York City area during the period **from April 2024 to March 2027**. **The contract period will depend upon the completion of all the bid procedures.**

Requested catering services shall belong to one of 4 main categories with following specifications:

- 1. Business Breakfast, estimated average no. of guests: 20~50, including but not limited to:**
 - Hot beverages: coffee, tea and milk
 - Cold beverages: a choice of at least 2 fresh fruit juices
 - Pastries and biscuits (a choice of at least 3 different items)
 - Seasonal Fruit platter
 - Porcelain tableware, Crystal glasses, Metal Cutlery (or disposable/sustainable materials only upon request by ITA)
 - Table linens (white or black or other color upon request by ITA)
 - Waiters in formal uniform, silver trays
 - Mushroom round tables, at least 1 each 10 guests with table linen (white/black or other color upon request by ITA)



- Buffet table with flower decoration
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: up to 10

2. Cocktail reception style (both daytime or evening/night), estimated average no. of guests: 100 ~ 200, including but not limited to:

- Finger food style appetizers with a choice of at least 8 items (cold/hot) with at least 1 meat, 1 fish, 1 vegetarian and 1 dessert
- Wine and beverage station with at least 1 sparkling Italian wine, 1 red and 1 white Italian wine, Italian mineral water sparkling and still, a choice of at least 3 between fresh fruit juices and soda drinks
- Coffee and tea station
- Pass around service only (Waiters in formal uniform, silver trays)
- Ice bucket and ice
- Mushroom round tables with flower decoration, at least 1 each 10 guests
- Porcelain tableware, Crystal glasses, Metal Cutlery (or disposable/sustainable materials only upon request by ITA)
- Table linen (white/black or other color upon request by ITA)
- Buffet table with flower decoration
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: up to 10

3. Lunch/Dinner buffet style, estimated average no. of guests: 100~150, including:

- Appetizers with pass around service, at least 2 items
- Food station with a choice of following hot meals:
 - 2 pasta or risotto courses
 - 2 main courses (1 meat or fish, 1 vegetarian)



- 1 side course (vegetables or similar)
- Salad/vegetarian station with a choice of at least 2 courses
- Beverage station with at least Italian mineral water sparkling and still, juices or soda drinks
- Wine station with at least 1 sparkling Italian wine, 1 red and 1 white Italian wine
- Dessert station with a choice of at least 4 different items
- Porcelain tableware, Crystal glasses, Metal Cutlery (or disposable/sustainable materials only upon request by ITA)
- Table linens (white/black or other color upon request by ITA)
- Ice bucket and ice
- Buffet table with flower decoration
- Mushroom round tables with flower decoration, at least 1 each 10 guests with table linen (white/black or other color upon request by ITA)
- Waiters in formal uniform, silver trays
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: up to 5

4. Lunch/Dinner seated style, estimated average no. of guests: 50~100

- Appetizers station, finger food style
- Prosecco and light beverages station
- 4 courses served at the table:
 - Antipasto
 - Pasta or risotto course
 - Main course based on fish or meat + a choice for vegetarians
 - Dessert
 - Coffee or tea with chocolate or biscuit platter (1 per table)
- Each course served with a choice of different red and white Italian wines and Italian mineral water (still and sparkling)
- Porcelain tableware, Crystal glasses, Metal Cutlery



- Table linens (white/black or other color upon request by ITA)
- Setup with round tables for 10-12 guests each with flower decoration
- Waiters in formal uniform, silver trays
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: up 10

Bid Offer shall be formulated by Price Per Person Rate for each category of service.

Price Per Person Rate shall be deemed inclusive of all services offered by the bidding company, namely including food preparation, food service, waiter services, beverages and all other accessorial services and equipment needed for an appropriate catering service.

Please note that Italian Trade Agency will not commit to pay any extra service within the Framework Contract that will be stipulated with the awarded bidding company, unless for extra services formally requested by the Italian Trade Agency and considered additional and different from those services described in the present Bid, which will be regulated by the Framework Contract.

4. ESTIMATED BUDGET

ITA is a tax-exempt organization and as a governmental Agency must follow strict public procurement requirements in terms of assembling this IFB and awarding contract.

With reference to the Services of the IFB, the **overall estimated budget for 3 years (April 2024 to March 2027)** is up to **Euro 200.000,00 (\$215,461.00** @ the latest exchange rate published by the Bank of Italy in February 2024).

The above amount is purely indicative, as ITA reserves the right to avail itself of essential services only.

ITA – New York Office is not bound to guarantee the level of expenditure indicated herein, which is a mere estimate, based on the provisional projects to be implemented during the life



of the contract. The effective budget will be determined on single financed projects base during the above-mentioned contractual period of 3 years.

5. LIFE OF THE CONTRACT

The contract will last:

- a. 3 years (three) or
- b. until the date the estimated amount up to **Euro 200.000,00 (\$215,461.00 @ the latest exchange rate published by the Bank of Italy in February 2024)**, whichever comes first and will be effective on the date of signing.

The contract will automatically terminate on its expiration date or upon reaching the amount specified above up to **Euro 200.000,00 (\$215,461.00)**, without any notification between the parties.

There will be no tacit renewal of this contract.

The Contracting Authority (ITA) reserves the right to request an extension of the effectiveness of the contract limited to the time strictly necessary for the conclusion of the procedures for the identification of a new contractor (see art. 120, Legislative Decree 36/2023 and subsequent amendments and additions) at the same prices and conditions or more favorable for the Contracting Authority.

MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this IFB, the Catering Company shall meet the following requirements (referred to in art. 9 of Ministerial Decree 192/2017):

- a. It shall be eligible and possess the necessary qualifications, in full compliance with local laws (in effect in New York).
- b. It shall be authorized and licensed to do business in the company's State of residence and in the State of New York.
- c. It shall be located in the USA.
- d. It shall meet the "**General requirements**" pursuant to art. 9 paragraphs 1 and 3 of Ministerial Decree 192/2017 to be rendered through the compilation of Part III, Sections A, B, C and D, of the *Requirements for procurement procedures under the European Union threshold*, **(Annex 4)**



If the Catering Company should fail to keep these requirements for the duration of the contract, ITA reserves the right to unilaterally cancel the contract.

6. **TENDER DOCUMENTS**

The tender documentation includes:

- Invitation Letter
- Annex 1 - Acceptance of tender requirements
- Annex 2 – Affidavit under New York and Italian Law (D.Lgs. 36/2023) with notarized signature
- Annex 3 - Economic Offer
- Annex 4 - Requirements for procurement procedures under the European Union threshold
- Annex 5 - Integrity Addendum.

7. **ECONOMIC OFFER**

To present the Economic Offer, please:

- ***read carefully this IFB;***
- the offer shall expressed in Price per Person in US Dollars for each of the 4 service categories, which shall be indicated ONLY in the Economic Offer Form (Annex 3 - see below for detailed instructions).

8. **REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS AND DEADLINE**

According to Italian law and under penalty of exclusion:

1. **The Main Envelope shall clearly contain TWO internal separate ENVELOPES, both closed and sealed, respectively:**

“A – Administrative Documentation”

“B – Economic Offer”

Failure to seal envelopes "A" and "B" inserted in the envelope, as well as their lack of integrity such as to compromise confidentiality, are causes of **exclusion from the tender.**



A. ENVELOPE "A" marked ADMINISTRATIVE DOCUMENTATION + NAME of the COMPANY and OBJECT OF THE TENDER

In this Envelope the bidder, **under penalty of exclusion**, must submit the following documents signed by its director or management member:

1. **Annex 1** – Acceptance of tender requirements, **duly signed for acceptance**.
2. **Annex 2** – Affidavit under New York and Italian Law (D.Lgs. 36/2023) with notarized signature
3. **Annex 4** - *Requirements for procurement procedures under the European Union threshold*, **duly filled in, dated, signed and notarized along with a photocopy of the signer's valid ID (State issued driver's license or ID or Passport)**.
4. **Annex 5** - *Integrity Addendum*.

B. ENVELOPE "B" marked ECONOMIC OFFER + NAME of the COMPANY

This envelope **must contain only the "Economic Offer"** for the entire activity requested, to be completed in accordance with the attached **Annex 3**. **It shall be expressed clearly in numbers and letters and, under penalty of exclusion, must be dated and signed by the director or managing member of the bidder.**

1. The prices offer shall expressed in Price per Person in US Dollars for each of the 4 service categories, which shall be indicated ONLY in the Economic Offer Form (Annex 3 - see below for detailed instructions)

The offer must be valid for 180 days from its submission.

2. The **Main Envelope** containing all the part of the offer, must be sealed and send, **only by express courier (not hand delivery)**, to the ITA New York office, at the following address: **Italian Trade Agency, New York Office, 33 East 67th Street, New York, NY 10065**

IMPORTANT: Multiple offers will not be considered, including multiple prices offered for each service category, and they will determine exclusion from the Bid.

Please fill the Economic Offer by filling the Annex 3



Please indicate **Price Information ONLY in your ECONOMIC OFFER**
NOT in ADMINISTRATIVE DOCUMENTS as **THAT WILL INVALIDATE YOUR PROPOSAL.**

3. **The Main Envelope** must be received by the Italian Trade Agency, New York Office, **within 12:00 PM (EST) of March 22, 2024**, exclusively at the address indicated above.

The timely delivery of the envelope is at the sole risk of the senders, and ITA assumes no responsibility if they are not received by the deadline or are not intact. No compensation or reimbursement of expenses is due to the economic operators for the presentation of the offer.

It should be noted that "sealing" is to be understood as an airtight seal bearing any sign or imprint, affixed to plastic material such as a glued strip or sealing wax, such as to seal the envelope and envelopes, attest to the authenticity of the original seal coming from the sender, and guarantee the integrity and non-tampering of the envelope and envelopes.

4. **All parts of the offer** must be submitted **in one single closed and sealed envelope ("MAIN ENVELOPE")**, that must bear, outside, the complete information relating to the competing economic operator (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).

5. **The Main Envelope** must also indicate on the outer surface:
**"CONFIDENTIAL - DO NOT OPEN - Bid Documents: FRAMEWORK CONTRACT (3 years)
FOR THE "CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE
ITALIAN TRADE AGENCY, NEW YORK OFFICE FOR 3 YEARS (2024-2027)" –
CIG: TBD CdS 4/24 del 12/01/2024**

No offers shall be accepted and therefore will be excluded from the tender process if:

- they are received after the deadline or have been presented in a form other than that indicated above;



- they are conditional or do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost;
- they are incomplete, even if mailed within the stated deadline. An offer is deemed to be incomplete if a bidder does not accept all the terms of this IFB.
- there are multiple offers. Each bidder must participate by submitting a single bid.

Receipt of these bid documents does not imply satisfaction of the bidding requirements.

ITA has the authority to award the contract even if only one bid has been submitted, provided it be deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if it finds that the bids received do not comply with the technical and financial contents set forth herein.

No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

9. SECURITY DEPOSIT

Under Italian Law (D.Lgs. 36/2023, commonly referred to as “Codice Appalti), the winner of the bid must submit **a performance surety bond or a non-transferable cashier's check** that amounts to **10% of the estimate amount of the bid (USD 21,546.10) before signing the contract.** The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

The performance surety bond or the non-transferable cashier's check will be returned to the catering Company at the conclusion of the contract, after ITA has determined that all obligations and performance of the awarded Catering Company have been properly performed in accordance with the Framework Contract, the individual service awards, and applicable laws of the State of New York.

The performance surety bond or a non-transferable cashier's check, whichever you choose, must be issued in favor of: **Italian Trade Agency, New York Office, 33 East 67th Street, New York, NY 10065**

The final guarantee may be enforced by ITA in the event of fraud or default attributable to the performer.



10. REMEDY PROCEDURE

Incorrect, incomplete or irregular contents in envelope "A" Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 101 Legislative Decree no 36/2023 , the offering company with an incomplete application, will be given an opportunity to cure.

Only the shortcomings of any formal element of the "Administrative Documentation" containing in the envelope "A", in particular, the lack, incompleteness and any other essential irregularity of the elements and of the DGUE, with the exclusion of those relating to the economic offer, can be remedied by preliminary investigation procedure pursuant to Art. 101 Legislative Decree no 36/2023.

For the purposes of the amnesty, the Contracting Authority assigns to the tenderer a reasonable period - not exceeding ten days - for the necessary declarations to be made, integrated or regularized, indicating the content and the subjects who must make them.

If the tenderer produces declarations or documents that are not perfectly consistent with the request, the contracting authority can request further clarifications or clarifications, setting a peremptory term under penalty of exclusion.

In case of unnecessary elapsing of the deadline, the contracting authority proceeds to exclude the tenderer from the procedure.

The essential irregularities that cannot be remedied are those inadequacies in the documentation that do not permit identification of the content or the person responsible for it.

11. NO SUBCONTRACTS OR TRANSFER OF SERVICES

It is expressly forbidden to resort to subcontracts, in consideration of the particular nature of the services, which need a trustworthy interlocutor.

12. CRITERIA FOR THE AWARD OF THE TENDER AND ANOMALY OF THE OFFER

Each bid offer will be evaluated based on the lowest price expressed in terms of Price per Person in US Dollars for each of the 4 service categories.

Each offered price will be weighted in order to take in consideration the effective incidence of each category on the overall services, according to the following scheme:



Category	Weight %
Category 1 - Business Breakfast	10%
Category 2 - Cocktail Reception	45%
Category 3 - Lunch/Dinner Buffet	35%
Category 4 - Lunch/Dinner Seated	10%

The calculation formula will be as follows:

$$P_a = [(V_{minOff_1} / V_{off_{a1}}) * Perc_1] + [(V_{minOff_2} / V_{off_{a2}}) * Perc_2] + [(V_{minOff_3} / V_{off_{a3}}) * Perc_3] + [(V_{minOff_4} / V_{off_{a4}}) * Perc_4]$$

Legend:

P_a: total score attributed to the bidder “a”

V_{minOff_n}: lowest price offered for the service category “n” (whereas “n” will be 1, 2, 3, 4 according to the above-mentioned scheme)

V_{off_n}: price offered by the bidder “a” for the service category “n” (whereas “n” will be 1, 2, 3, 4 according to the above-mentioned scheme)

Perc_n: percentage weight attributed to the service category “n” (whereas “n” will be 1, 2, 3, 4 according to the above-mentioned scheme)

The award will take place even in the presence of a single bid offer, as long as it is deemed valid.

In case of **equal economic offers** among two or more bidders, during the public session the ITA’s officer in charge of the bid procedure will be requesting to the representatives of bidding companies attending the session whether they would like to submit a down offer.

In that case the bid will be awarded to the company that will offer the **lowest**. If none of the bidding companies will be represented during the public session, ITA will follow the procedure according to art. 77 of R.D. 827/1924, including, if necessary, a **formal draw procedure** in a new



public session, in order to select the awarded bidding company among those with equal best offer.

The bidding companies shall be **officially registered companies** in compliance with all the applicable laws and regulations either at U.S. Federal level and at New York State or the New York City level.

Moreover, the bidding companies are requested to hold a **permanent liquor license** to distribute and serve alcoholic beverages, issued by the State of New York, or, at least, a temporary liquor license which shall be valid for the whole duration of the contract.

The awarding bidding company will be also requested to issue a **COI (Certificate of Insurance)** in order to **cover all third-party liability risks** for all the services provided to ITA for the whole duration of the contract. The bid price shall include these costs

13. EVALUATION PROCESS

The bid documents will be opened and examined in a **Public Session on March 25, 2024 at 2:30 PM in presence at ITA OFFICE** at which time we will determine the acceptability of the bidding packages received as well as of the administrative documents enclosed in the Envelope A. If everything will be in order ITA's authorized officer will proceed to open, in **Public Session**, the Economic Offer enclosed in the Envelope B.

14. FRAMEWORK CONTRACT SIGNATURE

The awarded Catering Company shall have the task of providing the Services described in this "IFB".

ITA and the Awarded Catering Company shall enter a Framework Contract based on the **Price per Person for each service category**, offered by the bid awarded Agency.

15. SERVICE ORDERS

Based on budget authorizations on single projects, ITA will issue single "Service Orders", requesting to the bid awarded Agency single services which will be charged according to the



staff position requested and to the Price per Person for each service category offered by the awarded bid Agency.

ITA does not bind or commit itself in any way to stipulate Service Orders for the above indicated budget, not even for a minimum amount of it. Each Service Order will be issued based on ITA's specific needs of the services regulated in the Framework Contract.

The time frame of the Framework Contract will be 3 years, starting from the effective date of the contract.

16. HOW THE SERVICE IS ACTIVATED

A service is deemed to have been activated upon request dispatched by e-mail containing all the relevant data specification, including type of service.

The Catering Company will reply by the same means, acknowledging the request and sending its quotation, according to the framework contract.

ITA will confirm the service with a "Service Order", signed by the Trade Commissioner.

17. CATERING COMPANY OBLIGATIONS

The winning Catering Company is required to carry out the service with the maximum care and diligence, in accordance with the provisions of these specifications and in accordance with the procedures described below. The contracted "Caterer" undertakes to:

- Offering the most convenient catering services, both economically and timely;
- Providing always options for changing, without any penalty charged to ITA;
- Guarantee the satisfaction of each service requested by ITA within a regular 144 hours-time limit (6 working days) from a protocoled request.

After each event, the ITA reserves the right to carry out an evaluation of the service performed, with a score from 1 to 5, communicating the outcome of the evaluation to the winning catering company within 3 days. In case of a score below 3/5 for three times, even occurring not consecutively, this will be considered events of breach of the quality, quantity or terms of this Agreement. ITA, without being required to present any evidence of the amount or character of actual damages sustained by reason of your breach, shall be immediately reimbursed of a sum



of 10% of the value of the Agreement determined with reference to the severity of the breach committed and the contract can be canceled.

18. ITA'S OBLIGATIONS

ITA undertakes to:

- Pay the Catering Company the agreed compensation, according to the agreed rates, which is therefore understood to be fixed.

19. PAYMENT TERMS

Italian law does not allow advance payments for public contracts. Therefore, the payment will be made after signing each single "Service Order" and once service has been rendered.

Payments will be made by ITA in USD within 30 days of receipt of an invoice made out to: ITA - Italian Trade Agency — New York Office 33 East 67th Street, New York NY , issued by the awarded service provider.

Invoices will be settled by direct deposit based on the services rendered. All the necessary information to execute ACH transfers must be included in each invoice and/or communicated to ITA.

Prior to the stipulation of the contract, the successful bidder is required to provide a specific definitive guarantee, pursuant to art. 15 c. 1 of Ministerial Decree 192/2017 in accordance with what is regulated in point no. 10 "Security Deposit.

20. PAYMENT OF THE CONTRIBUTION TO ANAC

Pursuant to art. 1 of the ANAC Resolution no. 1174 of 19 December 2018, when contracting Authority is operating abroad; the contracting Authority and the economic operators are exempt from paying the contribution.

21. RULES OF CONDUCT OF THE CATERING COMPANY AND/OR STAFF OF THE CATERING COMPANY

In the execution of the contract, the awarded catering Company undertakes to fully respect the Code of Conduct adopted by ITA with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Director by resolution no. 547/21 on 02/23/2021.



The Code of Conduct is available on the website <https://www.ice.it/it> at the section "Amministrazione Trasparente" (Transparent Administration) — "Disposizioni generali" (General provisions) — "Atti generali" (Acts of general application) "Code of Conduct".

For any breach of obligations under the code, if the same is considered serious, ITA will have the option to terminate the contract.

By signing you agree to the terms outlined in this document and, to the best of your knowledge, affirm that you have not retained or engaged professionally anyone who has ceased his or her employment with the Italian Trade Agency within the last three years and whom had occupied a management role in said organization or had been delegated management powers to execute contracts or other commercial transactions on behalf of the said organization.

21. REFERRAL RULES

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 192/2017; the civil law governing the conclusion of the contract and the execution phase shall be determined in accordance with the applicable rules of private international law.

22. COMPETENT JURISDICTION

In case of dispute between the Italian Trade Agency and the Appointed Contractor, the Court of Law of New York will be the competent jurisdiction.

23. PRIVACY

The awarded Agency is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the institutional website of ICE-Agenzia at <https://www.ice.it/it/privacy>.

Access to tender documents is governed by Law no. 241 of August 7, 1990.

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Mrs. Erica Di Giovancarlo — The Italian Trade Agency – New York , Italian Trade Commissioner.**

ITA is an instrumentality of the Government of the Republic of Italy. The interpretation of all of the foregoing terms and conditions shall be made by ITA in its sole discretion. Such interpretation shall be final and binding upon all bidders.



The bidding process is governed under art. 7 co. 2, lett. b) of DM 192/2017 of Legislative Decree 36/2023 ("Codice degli Appalti") which governs public procurements in Italy.

Notwithstanding the above, please note that ITA, as a foreign governmental entity with full diplomatic and immunity status, maintains power to irrevocably withdraw the present invitation to bid and/or therefore annul the awarding procedure for any reason and at any point in time without incurring in any liability under any circumstances.

In submitting an offer to the current bid, you understand and expressly agree to waive any claim, legal action, and/or remedy based in law or equity that you may have at the time ITA decides or is forced to withdraw and therefore annul the awarding procedure.

24. WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/> it is possible to report in complete confidentiality any "unlawful conduct" found within the contractual relationship, pursuant to Article 54-bis, paragraph 2 of Legislative Decree 165/2001 (as amended by Law no. 179/2017).

If you have any questions regarding this tender, please contact: Raimondo Lucariello – Head of Division - Food and Wine - Italian Trade Agency – New York Office - Email: newyork@ice.it

Cordially.

Erica Di Giovancarlo
Trade Commissioner
Italian Trade Agency
