



ITALIAN TRADE AGENCY

Ufficio di New York

New York

RUP: Erica Di Giovancarlo

CIG: B149C5C229

CO.GE: 65.15

65.26

62.03

62.07

COAN: Various

CdC: 3CB1

**INVITATION FOR BID (IFB)**  
**FRAMEWORK CONTRACT (3 years) FOR THE**  
**“PRINTING Services and Promotional Materials 2024-2027”**  
**FOR THE ITALIAN TRADE AGENCY (ITA) - NEW YORK OFFICE**

**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>.

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,  
33 East 67<sup>th</sup> Street, New York, NY 10065

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

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

E-mail: [newyork@ice.it](mailto:newyork@ice.it)\_Tel (212) 980.1500- 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](mailto:newyork@ice.it).

**3. DESCRIPTION OF SERVICES REQUESTED**



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**ITA – New York Office** (hereinafter “ITA”) pursuant to art. 7 co. 2, lett. b) of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024 , within a 3 years “Framework Agreement”, invites Companies (hereinafter “The Company”) - located in the United States - to submit a bid for **PRINTING Services and Promotional Materials 2024-2027** for the following services:

The Company must provide ITA with Printing services and promotional materials with either graphic design provided or wit and be able to provide a minimum number of items as specified.

The following are common items to be ordered> the Items from A to E will be considered and are the basis for the evaluation process.

REF.	Quantity (minimum number of order for comparison)	Items	Technical Specifications
A	500	Pads	5.75x8.25” 50, 4C/0, 80lb sheets per pad. Covers print 4C/0 + varnish + spot UV, 120lb cover, WireO bound at the top
B	2	Totem roll up signs	31x78. print 4/0 fabric. Include all hardware and carrying case
C	1	Step & Repeat sign	8 x8foot. print 4/0 fabric. Include all hardware and carrying case
D	200	Catalogues	5.75" x 8" inches: 24 pages plus cover. prints 4/4,100lb text and 100lb cover. perfect bound on 8" side
E	1,000	Booklets	8.5" x 6.5", 12 pages self cover. Print 4/4 on #100 gloss cover. Saddle stitch finished size:

Example of materials and gadgets that can be ordered	
Business Cards	2 lots 1000 each print. Prints 4/4 on Cougar Opaque White Smooth 130# Cover or equivalent
Wine Tasting placemats	11x17” print 4/0 no bleeds #100 dull texts.
Tasting Notes	5.50x8.50, print 4/4 on #130 Silk cover
Invitations	7x5” print black (engraved) On #140 white vellum Bristol With matching envelopes printed back flap, black ink



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Custom Euro Tote white matte Lam Shopping Bags;	9.75x4x13.75 + 1.3/8" Japanese fold over. Print 4 color - 2 sides with spot UV; And print 1 color on side gussets, with red, white & green ribbon handles.
Booklets	3 3/4 " X 8", 180 pages + Cover: prints 4/4 .10pt Dull cover. C1s Text: prints 1/1 black on #70 white opaque, binding, Wire-O binding - white
Easel back signs	8.5" x11" - 4c printed. mounted to 3/8 foam core
4GB USB drives	Promos with key ring attached (rubber molded to custom shape from vector file) Our ITA logo needs to be printed on the drive. No content needs to be loaded
press kit folders with pockets	9"x12" finished size - with two 4" glued pockets and business card slits (standard) 120LB cover gloss coated stock - Prints CMYK/0, bleed.
Press kit folders	22 x16 print CMYK/0 bleed + spot gloss UV #120 dull coated cover, Score 6x and custom die cut
Polyester Lanyards	Dye Sub, 3/4", print 3 color stripe - with crab claw metal clip
Rialto Corkscrews	Metal. 2 sides logo
Custom Die Struck Enamel Lapel pins.	Metal Finish. Color. packed in clear plastic gift box with black foam
Gel Pens Logo imprint	Rubber comfort grips. Blue gel ink. Modern Look
Jumbo Clip magnetic back	printed with 4c logo on one side
set of 3 flags and 3 hole in a row bases.	Italian flag, American flag, EU flag . 10" stick with gold finial. flag 6"x4", black plastic base 3 hole.
Leather covered Journal note books. Spector	Combo Journal Books includes vinyl; cover debossed with our Logo - - 150/200 lined, perforated pages - Matching ballpoint pen printed in 4 color . - Journal inner page dimensions should be about 5.5" x 8"
Outdoor rigid stand signs	78 x31" prints 4/4 color. Include heavy base for wind resistance



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Posters Mounted	Prints 4/0. 3/8" Foam core and laminated. Grommets in the top corners 32" x 50" inches
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#### 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** available during the life of the contract (3 years from the effective date) is up to Euro 200.000,00 (equal to \$ 212,760.00 at the official exchange rate €/ \$ of 1.0638 of April,17 2024 by Banca d'Italia).

**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 (equal to \$ 212,760.00 at the official exchange rate €/ \$ of 1.0638 of April,17 2024 by Banca d'Italia) is reached 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 Euro 200.000,00 (equal to \$ 212,760.00 at the official exchange rate €/ \$ of 1.0638 of April,17 2024 by Banca d'Italia), 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. 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 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 and as modified by DM 32/2024 of 17 January 2024 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 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 contract will be awarded based on the principle of the lowest price.

## 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 must be indicated **ONLY in the Economic Offer Form (Annex 3)**

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 67<sup>th</sup> Street, New York, NY 10065**

3. **The Main Envelope** must be received by the Italian Trade Agency, New York Office, **within 12:00 PM (EST) of May,10 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 PRINTING Services and Promotional Materials 2024-2027" - FOR THE ITALIAN TRADE AGENCY (ITA) NEW YORK OFFICE – CIG: B149C5C229**

**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.



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**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.

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.

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 21,276.00) 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 Company at the conclusion of the contract, after ITA has determined that all obligations and performance of the awarded 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 67<sup>th</sup> 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 of 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 of the 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 US Dollars for each of the 5 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 %
Pads	10%
Totem roll up signs	35%
Step & Repeat sign	25%
Catalogues	15%
Booklets	15%

**The calculation formula will be as follows:**

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

**Legend:**

Pa: total score attributed to the bidder "a"

VminOffn: lowest price offered for the service category "n" (whereas "n" will be 1, 2, 3, 4, 5 according to the above-mentioned scheme)

Voffan: price offered by the bidder "a" for the service category "n" (whereas "n" will be 1, 2, 3, 4, 5 according to the above-mentioned scheme)





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Percn: percentage weight attributed to the service category “n” (whereas “n” will be 1, 2, 3, 4, 5 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.**

According to art. 11 of the above DM 192/2017 and as modified by DM 32/2024 of 17 January 2024, **the service will be awarded based on the principle of the lowest price.**

The contracting Authority, before preparing the award, will assess the fairness of the offers pursuant to the provisions of art. 13 c. 1 lett. b) of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024. This is without prejudice to the right of the contracting station to verify the fairness of any other offer that, based on specific elements, appears abnormally low pursuant to art. 13 c. 2 of DM 192/17.

### **13. EVALUATION PROCESS**

The bid documents will be opened and examined in a **Public Session on May 13, 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.

Should the awarded Company fail to stipulate the contract or launch the contract within the established terms, the award will be revoked, and the contract awarded to the next economic operator in the ranking list.

### **14. FRAMEWORK CONTRACT SIGNATURE**

The awarded Company shall have the task of providing the Services described in this “IFB”.

ITA and the Awarded company shall enter a Framework Contract based on the principle of the lowest price.

### **15. SERVICE ORDERS**

**Based on budget authorizations on single projects**, ITA will issue single “Service Orders”.

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 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. COMPANY’S OBLIGATIONS**



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The 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 Company undertakes to:

a) designate at least one of their employees as our contact person in charge of providing the services that are the objective of the Specifications attached hereto. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise and answering in a timely manner to any request made by the Italian Trade Agency.

The contact person shall not change during the life of the contract, barring justified hindrances duly explained by the supplier;

b) meet the requests from ITA as quickly as possible; ITA can request the services up to three weeks of the delivery.

c) submit a minimum of three proposals of graphic design or gadgets. on request and if not provided All the printed material and its copyrights shall be transferred to the awarding entity. The winning company agrees to transfer to the Italian Trade Agency the right to use and reproduce said images, for any purposes and without limitations, in addition to holding the Italian Trade Agency harmless from any and all legal actions and/or claims by third parties alleging violation of rights, including, but not limited to, intellectual property rights, patents, copyrights, trademarks and similar industrial property rights, violation of privacy and damage to public image.

The Italian Trade Agency reserves the right to request all the changes that they will deem appropriate before final delivery of the end product. Therefore, if the executive project does not get first approval, the winning company shall revise the same based on the instructions provided by the awarding entity until the project is approved.

Please note that approval of the project by the Italian Trade Agency is a prerequisite for the execution of activities and pertaining expenses. All materials must be delivered to the Italian Trade Agency in prepackaged boxes in different venues in USA. The winning company, in the execution of the above services, shall adhere strictly to the specifications and instructions provided by the Italian Trade Agency and shall not make any changes of their own volition. The winning company shall guarantee that all services are rendered very accurately and in full cooperation with the contact persons at the Italian Trade Agency.

The Italian Trade Agency reserves the right to request changes to the proposal after it has been accepted, without a rise in costs; it also reserves the right, at its sole discretion, to reject the proposals submitted and therefore the winning company agrees to waive any and all rights to compensation or indemnification of any type. Services, products and relating services and in general all contractual performances shall adhere to the specifications and technical features set forth in the Specifications. In any event, while executing the contractual obligations, the winning company agrees to comply with all applicable rules, regulations and laws, be they general or specific provisions for the sector of the products at issue, in particular existing technical and safety provisions as well as the ones that may be issued after the execution of the contract.

#### **18. ITA'S OBLIGATIONS**

ITA undertakes to:

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

#### **19. PAYMENT TERMS**



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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 after the correct and complete execution of the service stated by the RUP with the release of Certificate of Regular Execution that allows the provider to send the invoice made out to: ITA - Italian Trade Agency — New York Office 33 East 67<sup>th</sup> 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 and as modified by DM 32/2024 of 17 January 2024 in accordance with what is regulated in point no. 9 "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 COMPANY AND/OR STAFF OF THE COMPANY**

In the execution of the contract, the awarded 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.



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### **23. PRIVACY**

The awarded Company 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](http://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](mailto:newyork@ice.it)

Cordially.

Erica Di Giovancarlo  
Trade Commissioner  
Italian Trade Agency