



ITALIAN TRADE AGENCY

Sydney Office

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CIG: ZBF314EE46

## EXPRESSION OF INTEREST (EOI) & INVITATION TO SUBMIT AN OFFER IN-STORE DEMOS FOR PROSCIUTTO DI PARMA PROMOTIONAL CAMPAIGN 1/4/2021 – 31/12/2021

The Italian Trade Agency in Sydney-trade promotion section of the Italian Embassy intends to initiate a negotiated procedure for the acquisition of the above-mentioned services, in compliance with the principles of non-discrimination, equal treatment, fair competition, rotation and transparency, through the preliminary identification of companies who possess the necessary professional competence and who are interested in submitting a proposal.

The Service provider is required to conduct in-store demos/sampling of Authentic Italian [Prosciutto di Parma](#) at major supermarket chains. The promotional campaign intends to inform shoppers on the product's unique features, origin, production techniques, nutritional proprieties and ease of use in everyday recipes.

This notice is published on the website of the Contracting Authority for a period of 15 days.

By participating, you are accepting the guidelines set out below. Please read them carefully and verify that you meet the requirements.

### 1. CONTRACTING AUTHORITY

Italian Trade Agency (ITA), located on Level 19, 44 Market Street, Sydney NSW 2000.

The person responsible for this procedure is Paola De Faveri, Trade Commissioner.

### 2. DESCRIPTION OF REQUESTED SERVICES

**100 in-store sessions at Woolworths supermarkets across NSW, QLD, SA, VIC, WA.**

The **minimum requirements** and items to be included in your quotes are:

- 4hrs sessions, between Wednesdays and Saturdays, over a maximum of 8 weeks (timing will be confirmed accordingly to Woolworths' guidance and in-store demos program)
- The demos are meant to create a customer experience: it is relevant the presence of trained staff, able to effectively communicate and engage with shoppers. We will provide training material for a better understanding of the product
- Staff shall wear an apron (not provided by us), gloves and face masks
- Prosciutto to be taken out of the packet and broken into small tasting pieces, placed on a tray/platter, served with a toothpick
- Tray/platter, to be provided by the deli in-store
- Sanitising wipes or similar products, garbage bags and bins, toothpicks and napkins

- The quotes must clearly state any logistic/freight cost, management fee and any other items that usually apply (i.e., POS setting ups, contingencies, printing costs for leaflets, etc.).

## 2.1 PRODUCT SAMPLING AND FINAL REPORT

You are requested to quote the stock for sampling separately. Based on your experience, the quote should reflect an accurate estimate of the out-of-pocket expenses for stock purchased by Staff during each session, as required. We estimate an average number of 4 packets of sliced Prosciutto di Parma per session (however, some stores may have higher foot traffic and may require more product for sampling).

You will be asked to deliver a “*Final Report*” on the campaign outcomes, including questionnaires compiled by customers and related photographic material.

## 3. VALUE OF CONTRACT

The available budget is **AU\$ 31,000.00** (thirty-one thousand dollars) **plus GST (equal to 19.898,58 euro to the official exchange rate as published on the 9th of April 2021 by Bank of Italy).**

**The stock for sampling to be quoted separately.**

Your quotation must be **equal** or **lower** with respect to such amount, and must include all applicable taxes, charges and fees to perform each service.

## 4. EVALUATION CRITERIA

The contract will be awarded to the **lowest offer**, provided that the proposal is submitted in accordance to the requirements and services set in this EOI.

## 5. REQUIREMENTS TO PARTICIPATE

Companies interested in submitting a proposal will have to meet the following requirements:

- 1- be located, authorized and licensed to do business in Australia
- 2- enrol in ITA’s Suppliers Register ([www.ice.it/en/markets/australia/register-suppliers](http://www.ice.it/en/markets/australia/register-suppliers))
- 3- possess the necessary qualifications, in full compliance with local laws
- 5- be of sound economic and financial status.

## 6. HOW TO SUBMIT A PROPOSAL

The EOI and the proposal, under penalty of exclusion, must be sent by email to: [sydney@ice.it](mailto:sydney@ice.it) no later than 14:00 of the closing date 27/4/2021, clearly indicating in the subject: “In-store Demos for Prosciutto di Parma Promotional Campaign”.

- You are also required to send: Company profile; Statutory Declaration signed by a legal representative; list of similar nature projects performed, with related images and Requirements for Direct negotiation below the threshold of 40,000.00 EURO (Annex 1).

Please note:

- EOI and proposals received after the deadline will be excluded.
- Incomplete-offers will also be excluded. A proposal is deemed to be incomplete if it does not comply with the terms of this EOI.
- ITA is not liable for any cost incurred in the preparation of the proposal.
- This notice is a survey, and does not constitute a contractual proposal.

The Trade Commissioner will evaluate all valid proposals and notify the selected company by 5 May 2021. The contract will come into effect once signed by both ITA and the awarded company.

## 7. CONFIDENTIALITY & PRIVACY

The Awarded Supplier agrees to consider all information, concepts, ideas, procedures, and/or technical data provided during the execution of the service herein as confidential and covered by the obligation of professional secrecy, and must adopt all measures that ensure the safe processing of personal data. The awarded Supplier will not disclose, communicate or disseminate the data acquired through its contractual duties nor will it use it to promote or market its own services.

ITA guarantees the confidentiality of the data and information contained in the documentation submitted by the Supplier. ITA's personal data processing is in accordance with Regulation (EU) 679/2016 and are processed by automated means for institutional, administrative and accounting purposes. The writing Agency is the data controller. For further information regarding your personal data processing, please visit ITA website: <https://www.ice.it/en/privacy>

## 8. ADDITIONAL CLAUSES THAT WILL BE INCLUDED IN THE CONTRACT

**TERMINATION CLAUSE.** In the instance of declared pre-requisites later found untrue, the contract will be deemed terminated. In such case, ITA will pay the amount agreed only for the part of the service which has already been rendered and in the limits of what has been utilized, and will apply a penalty of a minimum 10% of the value of the contract.

**PENALTIES.** ITA reserves the right to apply a penalty for each one-day delay in the delivery terms for each single service, equal to 10% calculated on the value of the delayed service, not including claims for larger damages, if any. Any delay in the delivery terms authorized by ITA will not incur in penalties.

**TERMS OF PAYMENT.** ITA cannot provide full advance payments.

The payment schedule will be as follows:

- 20% deposit payment to lock in the booking, payable after signing the contract and upon receipt of a tax invoice;
- 40% second payment to be invoiced at the end of the month prior the starting of the demos;
- 40% final payment after the conclusion of the promotional activities and upon receipt of a tax invoice and a final report.

**TRANSFER OF SERVICE.** It is forbidden to transfer the requested service. Any resort to subcontractors which is deemed essential to provide portions of it remains full responsibility of the Supplier, and their performance will be strictly in accordance with the terms of this agreement.

**COPYRIGHT.** All layout, film, printed copies and electronic images designed for the Italian Trade Agency will remain its exclusive property.

**RULES OF CONDUCT.** In the execution of the contract, the Supplier undertakes full respect to the Code of Conduct adopted by ITA. A copy of the Code is available at [www.ice.it](http://www.ice.it) "Amministrazione Trasparente" (Transparent Administration) – "Disposizioni generali" (General provisions) – "Atti generali" (Acts of general application) - "Code of Conduct". The violation of the obligations referred to in the code will result in termination of the contract.

**WHISTLEBLOWING.** Pursuant to art. 54-bis, paragraph 2 of Italian Legislative Decree 165/2001 (amended by Italian Law no. 179/2017 "Provisions for the protection of the authors of reports of crimes or irregularities of which they have become aware in the context of a public or private employment relationship"), individuals and companies supplying goods or services to ITA may report



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any "illegal conduct" of which they have become aware in the context of the contractual relationship. The reports are managed in total confidentiality, by accessing our website [www.ice.it](http://www.ice.it) – "Whistleblowing" section.

**COMPETENT JURISDICTION.** In case of dispute between the Italian Trade Agency and the Appointed Contractor, the Court of Law of New South Wales will be the competent jurisdiction.

Any request for clarifications must be sent via email to: [sydney@ice.it](mailto:sydney@ice.it).

We look forward to receiving your offer.

Best Regards,

Paola De Faveri  
Trade Commissioner  
(signed in original)



**Annex 1 – MANDATORY REQUIREMENTS FOR DIRECT NEGOTIATION BELOW THE THRESHOLD OF EURO 40,000.00**

**PART I: INFORMATION ABOUT THE NEGOTIATION AND THE CLIENT**

<b>Client's identity</b>	<b>Answer:</b>
Name:	ITALIAN TRADE AGENCY/ITALIAN TRADE COMMISSION
Title or brief description of the Contract:	WOOLWORTHS IN-STORE DEMOS FOR PROSCIUTTO DI PARMA PROMOTIONAL CAMPAIGN
CIG / Contract's identification Number	ZBF314EE46

**PART II: INFORMATION ON THE ECONOMIC OPERATOR**

<b>A. Details of the Economic Operator</b>	<b>Answer:</b>
Name of Organisation:	
National identification number, if required (ACN, ABN, etc.)	
Postal Address:	
Contact Person: Telephone Number: E-mail: website:	

<b>B. Economic Operator's Agent (if any):</b>	<b>Answer:</b>
Full name:	[.....]
Place and Date of Birth:	[.....]
Position/ Role:	[.....]
Registered Address / Postal Address	[.....]
Telephone Number:	[.....]
E-mail:	[.....]
Details on Agency agreement or power to represent the Economic Operator (form, limits, purpose):	[.....]

### PART III: GROUNDS FOR EXCLUSION

#### A: Grounds for exclusion: criminal convictions

Those who have been convicted before a federal or state criminal court (in Italy or in Australia) and for the following crimes, will be excluded from participation to the negotiation: (1) criminal conspiracy; (2) bribery; (3) fraud; (4) crimes related to terrorist activities; (5) money laundering or terrorism financing; (6) child labor and other forms of human trafficking; (7) any other crime that carries the sanction to forbid the individual from deal with public entities (at a federal, state or local level). Relevant reasons for exclusion are those regulated under Italian law, as well as:

- in the EU Member States, the factual circumstances described under Article 57 of Directive 2014/24/EU;

- in non-EU countries, the equivalent circumstances regulated under local criminal law.

The Economic Operator or a member of its management or audit teams or anyone with agency or control power has not been convicted for one of the above-mentioned crimes with a final judgment in the last five years or after which a period of exclusion set out in the judgement is still applicable.

#### B: Grounds for exclusion related to tax liabilities, employer duties or entitlements

The Economic Operator has fulfilled all of its obligations relating to the payment of taxes, employer duties or entitlements in Italy, in the Country where it is established, and in the Country where the contract is being performed.

#### C: Grounds for exclusion related to insolvency, conflict of interests or professional misconduct

The Economic Operator declares that:

- 1) to the best of its knowledge, has not breached any of the following laws: health and safety; environmental; employment law;
- 2) is currently not under, or is not subject to proceedings to ascertain any of the following situations:
  - a) bankruptcy, insolvency, liquidation, receivership and any other similar proceedings;
  - b) has ceased its business activities;
- 3) has not been found guilty of serious professional misconduct;
- 4) has not entered into agreements with other Economic Operators to distort competition;
- 5) is not aware of any conflict of interest affecting its participation in this negotiation;
- 6) has not provided advice or otherwise has been involved in the preparation of this negotiation;
- 7) has not been early terminated for default of a previous contract or found liable for damages in connection with an earlier contract;
- 8) has not provided misleading information or false statements with respect to any grounds of exclusion stated in the selection criteria, and has not concealed information;
- 9) has been able to convey without delay any additional documents required by a Client;
- 10) has not attempted to unduly influence the decision-making process; has not attempted to obtain confidential information that may confer unfair advantages in the negotiation procedure; has not provided misleading information that could have a substantial influence on the decisions concerning this negotiation.



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**D: Grounds for exclusion under Italian law and equivalent circumstances under the laws of the country where the contract is performed**

The Economic Operator is not in one of the following circumstances:

- 1) subject to orders for revocation, suspension or prohibition under anti-mafia laws;
- 2) involved in criminal organizations;
- 3) interdicted from carrying out its business activity or subject to sanctions that involve a prohibition to contract with local and government authorities;
- 4) its name recorded by the National Anti-Corruption Authority (ANAC-Italy) for having submitted false statements or false documentation in order to obtain a certification;
- 5) breached money-laundering laws;
- 6) not complying with employment and work place laws with respect to persons with disabilities;
- 7) if victim of crimes of bribing and extortion committed by criminal organizations or any facilitators, has not reported the events to the relevant authorities;
- 8) has control or any relationship with any other participant in the same negotiation procedure;
- 9) has employed or contracted former employees of the Client who ceased their employment with the Client in the last 3 years, and who were managers with negotiating contracting authority on behalf of the Client with respect to the same Economic Operator (*pantouflage or revolving door*).

**PART IV: SELECTION CRITERIA**

The Economic Operator meets all the selection criteria required in the negotiation procedure.

**Part V: FINAL STATEMENTS**

I declare that the information provided in parts II to IV of this document is true and correct and that I am aware of the consequences, civil and criminal, in case of false statement and perjury under Italian and Australian laws.

I hereby confirm the absence of grounds for exclusion referred to in part III and the possession of the requirements set out in part IV above.

I authorize the Client indicated in part I, to verify the veracity of the statements made about the requirements to participate to the tender with the competent authorities.

I unconditionally accept the terms and conditions contained in the Contract and in this *Annex – Mandatory Requirements for direct negotiation below the EU Threshold of euro 40,000.00*, which forms part of the same Contract.

[Place and date] \_\_\_\_\_

\_\_\_\_\_  
[name, last name and title of signatory]

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_

Capacity of witness \_\_\_\_\_

And as a witness, I have confirmed the deponent’s identity using the following identification document (driver licence, passport, ID card):

Signature of witness \_\_\_\_\_



**PRIVACY AND PERSONAL DATA**  
*Regulation (EU) 2016/679, art. 13*

The collection and processing of personal data by the Italian Trade Agency is carried out exclusively for the purpose of its activities and institutional objectives, and it is based on the principles of lawfulness, fairness, transparency and protection of the fundamental rights and freedoms of individuals. In this regard, the following information is provided:

1. The data holder is ICE – Italian Trade Agency (hereinafter only ITA) which operates through the Office of Sydney, Level 19, 44 Market Street, Sydney NSW 2000, e-mail [sydney@ice.it](mailto:sydney@ice.it), telephone +61 2 92999954.
2. ITA has appointed a Data Protection officer who, in the event of any issue or complaint, may be contacted at the following addresses: ICE – Italian Trade Agency - Via Liszt, 21 - 00144 Rome; e-mail: [privacy@ice.it](mailto:privacy@ice.it).
3. The personal data requested by the Client are necessary for the selection of the Economic Operator and the awarding process.
4. The supply of data is mandatory under the Italian law, and any refusal to provide the information requested will result in the exclusion from the selection procedure or the awarding of the Contract.
5. Data management will be carried out manually or electronically by internal personnel.
6. The data will be transferred to internal and external auditing bodies of ITA. By signing this document, the Economic Operator provides its consent to the release of its data to the competent local authorities for their verification, and for the publication of the essential terms of the Contract on the Client's website, in accordance with Italian laws on transparency with respect to contracts entered by Economic Operators with Italian Government Authorities.
7. Data shall be kept for a minimum period of 5 years from the date the contractual relationship ends due to completion of performance or for any other reason, including termination for default. This term may be suspended in the event of court proceedings.
8. Each Economic Operator may obtain access to its data and may apply to update them, by submitting a request to the addresses indicated at point 1 above, and informing the Data Protection Officer at the addresses indicated at point 2.
9. If you believe your rights have been violated, you may file a complaint with ITA Data Protection Officer. Alternatively, you may contact the Data Protection Guarantor (Piazza di Monte Citorio 121, 00186 Rome; phone +39 06 696771; e-mail: [garante@gpdp.it](mailto:garante@gpdp.it)) or the judicial authority.

Date:

Signature of the interested party for acceptance

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**PLEASE ATTACH COPY OF ID OF EACH SIGNATORY**