



Sydney Office

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Closing Date: 9 June 2021

CIG: 876674747C

CALL FOR BIDS: EXPRESSION OF INTEREST AND INVITATION TO SUBMIT AN OFFER

**Italian Pavilion at Fine Food Australia 2021
ICC Sydney, 6th – 9th September 2021**

The Italian Trade Agency-Sydney Office (ITA) is participating at the above Exhibition that will take place from 6-9 September 2021 at the ICC Sydney, with a Pavilion covering 225 sqm of total exhibit area.

We are launching a call for tender for the design, lease of shell scheme/display structures, artwork and provision of ancillary services to the Pavilion, in accordance with the terms and conditions set hereafter and with the specification provided in the documentation attached:

- Special Conditions (Annex 1)
- Technical Specifications (Annex 2)
- Requirements for tender procedure below the EU threshold (Annex 3)
- General Exhibition Floor Plan (Annex 4)
- Italian Pavilion Floor Plan (Annex 5)
- Images of past participations (Annex 6)

BACKGROUND

The Italian Trade Agency in Sydney-Trade promotion section of the Embassy of Italy, also known as Italian Trade Commission and hereinafter referred to as "ITA", is the Italian Government entity that promotes the internationalization of Italian companies along with

the policies of the Italian Ministry of Foreign Affairs and International Cooperation. ITA intends to initiate this procedure in compliance with the principles of non-discrimination, equal treatment, fair competition, rotation and transparency.

This procedure is carried out pursuant to art. 36, paragraph 2, let. b) and art. 80 of Italian Legislative Decree 50/2016 as amended by Legislative Decree 192/2017, art. 7, paragraph 2, let. b), in conjunction with the Guidelines n. 4 issued by the Italian Authority ANAC referring to "Procedures for the awarding of public contracts for the amount below the EU threshold relevance, market survey and training and management of lists of economic operators" (Resolution n. 1097 of 26th of October, 2016), and as regards D.Lgs 56/2017.

1. CONTRACTING AUTHORITY

Italian Trade Agency (ITA), located on Level 19, 44 Market Street, Sydney NSW 2000. The person responsible for this procedure is Ms Paola De Faveri, Trade Commissioner.

2. DESCRIPTION OF SERVICES

Develop the concept, design construction, furnishing and artwork of the Italian Pavilion at Fine Food Australia 2021, aligned to the Technical Specifications (Annex 2)

The Italian Pavilion covers a total exhibit area of 225 m², one island of 126 m² and one island of 99 m². We require the provision of the following elements:

- Design and leasing of display structures
- Furnishing of ITA and co-exhibitors stands
- Artwork, Graphic Design and printing
- Transportation, storage and drayage (inbound and outbound), insurance
- On site set up
- Electrical & plumbing hook up and usage;
- Maintenance during the show
- Dismantling of the display after the show
- All related labour and material
- All the necessary custom duty procedures (if any)

3. GENERAL 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)
- 3- possess the necessary qualifications, in full compliance with local laws
- 5- be of sound economic and financial status.

The awarding of the contract will be subject to the verification of these general requirements. The possession of general requirements must be maintained for the duration of the contract.

4. ESTIMATED AMOUNT OF THE CONTRACT

The overall estimated budget available is Au\$ 195,000.00 (equal to **124.219,65 Euro** at the official exchange rate published on 21st May 2021 by Bank of Italy) + GST.

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

The Contracting Authority, before the awarding, will evaluate the congruity of the offers, and has the right to verify the fairness of any offer which appears abnormally low.

Please note that 80% of AUD 195,000.00 (available budget for this project) is the minimum threshold for the bid. Offers lower than the minimum threshold will be automatically excluded.

5. EVALUATION CRITERIA

The contract will be awarded to the **lowest offer**, provided that the proposal is submitted in accordance to the requirements set in this call for bids.

In case of very similar or identical offers, the following elements will be taken into consideration: terms of payment; terms of delivery; extra discounts applied.

The offer must be valid for 30 days from its submission

6. SUBMISSION REQUIREMENTS

Tenders must be lodged, **under penalty of exclusion** as follows:

One main sealed envelope which must be signed on the flap closure and bear on the outside the sender full address and clearly identified with the CIG Number and description: **CONFIDENTIAL - DO NOT OPEN – "Tender for Lease of Shell Scheme Fine Food 2021"**

Identification Code: CIG 876674747C

The main envelope must contain 2 separate, **sealed** envelopes:

- **ENVELOPE A** – marked “**ADMINISTRATIVE DOCUMENTS**” & Company’s name, and containing, **under penalty of exclusion**:
 - a. **This invitation** to submit an offer initialed on each page and signed for acceptance
 - b. **A copy of the ID** of the legal representative signing the documents
 - c. **Annex 1** - “**Special Conditions**”, initialed on each page
 - d. **Annex 2** - “**Technical Specifications**”, initialed on each page
 - e. **Annex 3** - **Requirements for Tender Procedure below the EU Threshold**”, duly filled in, dated and signed
 - f. **Proposed Project for the Italian Pavilion at Fine Food 2021**
 - g. **Examples** of past projects

Do not include the financial offer in envelope A

- **ENVELOPE B** – marked “**FINANCIAL PROPOSAL**” & Company’s name,

Only this envelope shall contain - **under penalty of exclusion** - the financial quotation.

It shall be expressed clearly in numbers and letters, and signed by the Managing Director. If a discrepancy is found between the proposal indicated in numbers and the one indicated in letters, the lower amount will be taken into consideration.

The quotation must be itemized and include all applicable taxes, charges and fees.

7. SUBMISSION DEADLINE & REASONS FOR EXCLUSION

The main envelope containing the two envelopes, **under penalty of exclusion**, must be sealed and sent either by courier or by hand delivery during office hours:

Monday to Thursday 9:00am – 4:00pm

Friday 9:00am – 14:00pm

To: Italian Trade Agency
Level 19, 44 Market Street
Sydney NSW 2000
Att. Ms Paola De Faveri

The envelope must be received **no later than 9th of June 2021 by 2:00 pm** at the above address.

Receipt of the requested documents does not imply satisfaction of the bidding requirements.

Offers received after the deadline will not be considered. Delivery of the envelope is at the sender's sole risk in case the envelope is received after the deadline for any reason whatsoever.

The submission of a tender implies unconditional acceptance of the provisions set herein. Incomplete offers shall be excluded. An offer is deemed to be incomplete also if a bidder does not accept all the terms of this tender.

Multiple offers will deem the offer as incomplete and therefore not admissible and excluded from this tender.

Failure to seal envelopes "A" and "B" can constitute grounds for exclusion from the tender.

ITA is not liable for any cost incurred in the preparation of the proposal.

8. AWARDING PROCEDURE

The opening of the envelopes will take place on the 10th of June at ITA Office in Sydney:

- **10:00** a.m. open session for the opening of the ADMINISTRATIVE envelope "A"
- **11:30** p.m. open session for the opening of the FINANCIAL envelope "B"

In case of interest, one representative of the Company that has submitted an offer may be present: such interest must be express in writing at least 3 working days in advance.

The shortcomings of any formal element of the administrative documentation can be remedied if deemed as incomplete or irregular in order to avoid the exclusion.

ITA has the authority to award the contract even if only one offer has been submitted, provided it is deemed valid and worth accepting. Moreover, ITA reserves the right not to award the contract if none of the proposals comply with the contents set forth herein.

9. SECURITY DEPOSIT

The awarded company will be required to pay a security deposit, equal to 10% of the contract value, before signing the contract. This deposit, which will have a duration equal

to the contract, can be paid in the form of a bank guarantee. Any costs for obtaining the guarantee will be borne by the company. The fee will be released and returned to the awarded company after ITA Office confirms that the company has duly provided the services in accordance to the contract.

10. TERMS OF PAYMENT

ITA cannot provide full advance payments. Payment schedule will be by bank transfer as follows:

- 20% deposit payable when contract is signed by both Parties, upon receipt of a tax invoice
- 40% second payment to be invoiced at delivery of the final rendering approved by ITA, and upon receipt of a tax invoice;
- 40% final payment after the conclusion and upon receipt of a tax invoice.

Pls note: prior to the payment of final invoice, a “Certificate of Regular Execution” will be issued by ITA, to certify that the service was fully completed in accordance with the terms.

Invoices will be settled by bank transfer within a maximum period of 30 days from receipt of the tax invoice made out to: Italian Trade Commission Level 19 / 44 Market Street, Sydney NSW 2000 **P.IVA IT12020391004**.

ITA reserves the right to request a refund for the part of the service not yet rendered and in the limits of what has not been utilized, in case of an outbreak of Covid-19 causing the cancellation of Fine Food Exhibition 2021.

11. CONFIDENTIALITY & PRIVACY

The Awarded Supplier agrees to consider all information, concepts, ideas, procedures, and/or technical data provided during the execution of the services 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>

12. ADDITIONAL CLAUSES THAT WILL BE INCLUDED IN THE CONTRACT

TERMINATION CLAUSE. In case of false declarations in the instance of a further check on the requisites declared/certified by the provider which would find such requisites not to be true, ITA will proceed with the annulment of the contract. In such case, ITA will pay the amount agreed only for the part for the service which has already been rendered in the limits of what has been utilized, and will apply a penalty of a minimum of 10% of the value of the contract.

PENALTIES. (See Special Conditions: Annex 1) If the requirements requested are not met, ITA reserves the right to apply a penalty, 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.

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 fully respect to the Code of Conduct adopted by ITA.

The Code of conduct is available at www.ice.it in the section “*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 having the right to terminate the contract, if it is deemed serious.

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 any “illegal conduct” of which they have



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become aware in the context of the contractual relationship. The reports are managed in total confidentiality, by accessing our website www.ice.it – “Whistleblowing” section.

CERTIFICATE OF REGULAR EXECUTION. The issuance of the invoice is subject to verification of regular execution of the contract to be carried out within 7 days. The invoice issued thereafter will be paid within 30 days.

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.

This notice is published on the website of the Contracting Authority for a period of 15 days starting from the day following the date of publication.

Any request for clarifications must be sent via email to: sydney@ice.it.

Ref. **CIG: 876674747C**

We look forward to receiving your offer.

Best regards,

Paola De Faveri
Trade Commissioner
(Signed in original)

I acknowledge having received all the information pertaining to the tender for the design, construction and furnishing of the Italian Pavilion at Fine Food 2021

Signature for acceptance _____

Company name _____

Name _____

Title _____

Date _____

