



ITALIAN TRADE AGENCY

Sydney

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MARKET SURVEY NOTICE

MARKET ANALYSIS ON ENERGY INDUSTRY AND TECHNOLOGY IN AUSTRALIA FOCUS: RENEWABLE ENERGY AND HYDROGEN

The Italian Trade Agency in Sydney intends to initiate a negotiated procedure for the assignment of **a Market Analysis on Energy Industry and Technology in Australia**. The focus of the market analysis is **renewable energy and hydrogen**.

This procedure is carried out pursuant to Italian Legislative Decree 50/2016 as emended by Legislative Decree 192/2017, in conjunction with the Guidelines issued by the Italian Authority ANAC.

In compliance with the principles of non-discrimination, equal treatment, fair competition, rotation and transparency, ITA is preliminarily identifying qualified economic operators based in Australia and interested in submitting a proposal.

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

1. INTRODUCTION

ITA - Italian Trade Agency also known as Italian Trade Commission is the Governmental Agency that supports 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 Australia and New Zealand, ITA is present in Sydney. For more information, please visit the website (<https://www.ice.it/en/>).

2. AWARDING ENTITY

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

Website: <https://www.ice.it/en/markets/australia/sydney>

The ITA Sydney Chief Procurement Officer (the acronym in Italian is RUP) is Ms. Simona Bernardini, Trade Commissioner

E-mail: sydney@ice.it, Tel (+61) 2 9299 9954

3. SERVICES REQUESTED

The requested service consists of in-depth analysis, statistical processing of data and trends in the energy sector in Australia. It also consists of qualitative analysis of the market in order to provide business and strategic indications of potential development useful for the entry and strengthening of Italian companies (especially SMEs) in the Australian energy market. At the different stages of the research, the supplier will liaise with ITA to make sure that the objectives are being met. The initial

finalisation of the brief will be followed by the supply of at least 2 drafts of the research before reaching the final version. For your reference, see refer to the Table of Contents on page 4

4. BUDGET

The maximum total amount available for the required service must not exceed Au\$ 44,500.00 (**Forty-four thousand five hundred dollars**) **plus GST** (equal to 27.288,89 Euro at official exchange rate published on the 16 May 2023 by Bank of Italy).

Offers exceeding the mentioned amount will be automatically excluded.

5. AWARD CRITERIA

As per article 11 of Ministerial Decree 192/2017, the contract will be awarded to the **lowest offer** with respect to the total available budget, provided that the proposal is submitted in accordance to the requirements of the requested service.

6. MINIMUM REQUIREMENTS FOR PARTICIPATION

As per article 9 of Ministerial Decree 192/2017, companies interested in submitting an offer shall meet the following requirements:

- 1 - be located in Australia, authorized and licensed to do business in the State of residence
- 2 - possess the necessary qualifications, in full compliance with local laws
- 3 - be of sound economic and financial status
- 4 - enroll in ITA's Register of Suppliers (www.ice.it/en/markets/australia/register-suppliers) if not already part of ITA's Register of Suppliers

7. SUBMISSION PROCEDURE AND DEADLINE

To present your offer the following Annexes must be completed:

- Annex 1 – Economic offer (in numbers and letters), must include all applicable taxes, charges and fees;
- Annex 2 - "Requirements for Direct Negotiation below the EU Threshold of Euro 40,000.00" (duly filled in, dated, signed, and notarized along with a photocopy of the signer's valid ID

Please send the above-mentioned Annexes to our office e-mail: sydney@ice.it no later than the **1st June 2023 by 13.00 p.m.**

No offer shall be accepted after the deadline and incomplete offers shall be also excluded.

8. TERM OF DELIVERY

The market analysis must be completed and delivered **within 60 days** from the date of the contract.

9. DURATION OF CONTRACT

The contract will run from the date of signing until the delivery of the market analysis.

The contract will automatically terminate with the delivery of the market analysis without any notification between the parties. **There will be no tacit renewal of this contract.**

10. TERMS OF PAYMENT

Payment will be made once the service has been rendered, within 30 days of receipt of a Tax Invoice addressed to:

ITA - Italian Trade Commission
Level 19, 44 Market Street,
Sydney NSW 2000

Attention Trade Commissioner: Ms. Simona Bernardini

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. ITA reserves the right to apply a penalty for each one-day delay as regards the Terms of Delivery, equal to a 2% (two percent) calculated on the value of the delayed service, not including claim for larger damages, if any.

The Italian Trade Agency reserve the right to terminate the contract in the event of failure to comply with any of the above provisions.

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.

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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 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.

For any information, please contact the Italian Trade Agency at 02 92999954 or at sydney@ice.it

Simona Bernardini
Italian Trade Commissioner
(signed in original)

MARKET ANALYSIS ON ENERGY INDUSTRY AND TECHNOLOGY IN AUSTRALIA

FOCUS: RENEWABLE ENERGY AND HYDROGEN

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