



ITALIAN TRADE AGENCY

Sydney Office

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CIG: Z8830B95D0

EXPRESSION OF INTEREST (EOI) AND INVITATION TO SUBMIT AN OFFER
EXHIBIT SPACE DESIGN & FITTING - GOOD FOOD & WINE SHOW

You are invited to submit an EOI and an estimate of costs for the design, lease of shell scheme & display structures, artwork & ancillary services for the Prosciutto di Parma Stand at Good Food & Wine Show 2021, to be held:

- **MELBOURNE CONVENTION & EXHIBITION CENTRE, 27th – 30th May 2021**
- **SYDNEY INTERNATIONAL CONVENTION CENTRE, 24th – 27th June 2021**
- **BRISBANE CONVENTION & EXHIBITION CENTRE, 22nd – 24th October 2021**

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 a 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 an EOI along with a proposal.

This procedure is carried out pursuant to art. 36, paragraph 2, let. a) and art. 80 of Italian Legislative Decree 50/2016 as emended by Legislative Decree 192/2017, art. 7, paragraph 2, let. a), 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.

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.

By participating, you are accepting the guidelines set out in this document and its attachments.

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 REQUESTED SERVICES

Please refer to Annex 1: Project Specification; Annex 3: Floor Plan.

3. TERMS OF DELIVERY

Project Start Date: when contract will be signed by both Parties

Project End Date: 30 October 2021 – or upon receiving the Statement of Work Execution released by the Show Organizer.

A more specific timeline will be discussed with the awarded Company.

4. VALUE OF CONTRACT

The total available budget is AU\$ 59,000.00 (equal to **38,200 euro** at the official exchange rate as published on the 19th of February 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.

5. 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.

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

6. REQUIREMENTS TO PARTICIPATE

Companies interested in submitting a proposal 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.

7. HOW TO SUBMIT A PROPOSAL

Companies interested in submitting a proposal are invited to send to sydney@ice.it the documents listed below, signed by their legal representative, **no later than 14:00 of the closing date 9 March 2021, under penalty of exclusion**, clearly indicating in the subject "Proposal for Shell Scheme GFWS 2021":

- Cost estimate
- Technical specifications
- Requirements for Direct negotiation below the threshold of 40,000.00 EURO (Annex 2).

Any additional documents deemed necessary to evaluate the offer, such as:

- Company profile; ID of legal representative; list of similar nature projects performed, with related images.

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 does not comply with the terms of this EOI.
- ITA is not liable for any cost incurred in the preparation of the offer.
- This notice is a survey, and does not constitute a contractual agreement.

The Trade Commissioner will evaluate all valid proposals and notify the selected company by 16 March, 2021. The contract will come into effect once signed by both ITA and the awarded company.

8. 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>

9. 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.

Payments will be settled by bank transfer according to the following schedule:

- 20% of the total amount as first payment when the contract is signed by both Parties, upon receipt of a tax invoice to be paid within 30 days.

Pls note: 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 GFW Shows.



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- 20% of the total amount as second payment upon receipt of a tax invoice, to be paid at the completion of the Melbourne Show;
- 20% of the total amount as third payment upon receipt of a tax invoice, to be paid at the completion of the Sydney Show;
- 40% balance after the conclusion of the Brisbane Show, upon receipt of a tax invoice to be paid within 30 days.

Pls note: Prior to issuing the final invoice, a Certificate of Regular Execution will be released by ITA, to certify that the service was fully completed in accordance with the terms agreed.

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 "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 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.

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.

We look forward to receiving your offer.

Best Regards,

Paola De Faveri
Trade Commissioner
(signed in original)



Annex 1 - PROJECT SPECIFICATIONS

ITA will be exhibiting at the Good Food & Wine Show in collaboration with the [Italian Consortium of Prosciutto di Parma](#), on the dates and locations indicated in this EOI (3 dates and 3 locations).

The project aims to showcase Prosciutto di Parma unique features, production techniques, nutritional proprieties: a professional Chef will be sampling the product.

You are requested to provide the following:

- Design of the Exhibit Space (18 sqm, W 6 x D 3): floorplans are attached
The awarded contractor will be asked to provide a 3D mock-up of the design
- Lease of structure and provision of all materials, including floor covering
- Furnishing and Equipment (as listed below)
- Logistics (freight cost between locations must be included), storage (between shows), drayage
- Graphic artwork and printing on banner and backdrop (logos & images provided by ITA)
- Electrical hook up and usage
- All labour involved, and assistance during the Shows
- Assembling, dismantling and removal after each Show.

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

STORAGE: Approx. W 3 x D 2 mt, to locate a dish/utensil wash sink* and an inox bench of approx. W 1.5 x D 0.75 x H 0.85 mt. *(a sink with the built-in pump and electric hot water heater can be considered).

FURNISHING and EQUIPMENT

- Front Counter with a plexiglass-like clear panel, approx. W 3 x D 0.75 x H 0.85 mt.
The front counter must be suitable to dress a work bench fridge and hand wash basin (see below)
- 3-door workbench fridge
- Portable small hand wash basin
- Small welcome desk adjacent to the front counter, approx. W 1.5 x D 0.75 x H 0.85 mt. with an internal shelf
- 1x 60" TV LED screen
- Power points suitable for all electrical equipment (refrigerated working bench, hand basin, slicer, sink (if applicable)) 25AMP or two 15 AMP + any additional for personal devices
Note: ITA will provide the slicer
- 2x bar stools (white colour preferred)
- 1x coffee table plus 4 chairs (white colour preferred)
- 4 floating shelves on the background wall (colour according to the backdrops artwork)
- 2x free standing brochure display racks
- 1x 50 L garbage bin and 1x paper bin

Annex 2 – MANDATORY REQUIREMENTS FOR DIRECT NEGOTIATION BELOW THE THRESHOLD OF EURO 40,000.00

PART I: INFORMATION ABOUT THE NEGOTIATION AND THE CLIENT

Client's identity	Answer:
Name:	ITALIAN TRADE AGENCY/ITALIAN TRADE COMMISSION
Title or brief description of the Contract:	EXHIBIT SPACE DESIGN & FITTING - GOOD FOOD & WINE SHOW
CIG / Contract's identification Number	Z8830B95D0

PART II: INFORMATION ON THE ECONOMIC OPERATOR

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

B. Economic Operator's Agent (if any):	Answer:
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.

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 (drivers 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, 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.
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) or the judicial authority.

Date:

Signature of the interested party for acceptance

PLEASE ATTACH COPY OF ID OF EACH SIGNATORY

