



ITALIAN TRADE AGENCY

New York

**PROT. n. 0007626/21**

**OPEN CALL FOR BIDS  
COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY  
LINGERIE  
FEBRUARY 2021**

**CIG 86062137A2**

**BACKGROUND**

The Italian Trade Agency, also known as Italian Trade Commission and hereinafter referred to as “ITA”, is the government organization which promotes the internationalization of Italian companies, in line with the strategies of the Ministry for Economic Development. ITA provides information, support, and advice to Italian and foreign companies. In addition to its Rome headquarters, ITA operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses.

ITA provides a wide range of services overseas helping Italian and foreign businesses to connect with each other:

- identification of possible business partners
- bilateral trade meetings with Italian companies
- trade delegation visits to Italy
- official participation in local fairs and exhibitions
- forums and seminars with Italian experts

In the US the network operates offices in New York, Chicago, Los Angeles, Houston and Miami. For more information on the ITA and its presence in Italy and the world, please visit our website: [www.italtrade.com](http://www.italtrade.com) (English), [www.ice.gov.it](http://www.ice.gov.it) (Italian).

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**Italian Trade Commission - New York**

Trade Promotion Section of the Consulate General of Italy

33 East 67th Street

New York, NY 10065-5949

T 212-980-1500 F 212-758-1050

## INTRODUCTION

This Italian Trade Agency (ITA) RFP summarizes here the background, scope, objectives, process, and timeline for the execution of a media campaign focused on Italian lingerie brands interested in distributing their products on the USA market.

Social distancing has highlighted the importance of digital channels more than ever. Lockdowns have made digital reality as an urgent priority across the entire value chain.

Though much about the pandemic's duration and trajectory remains uncertain, businesses can expect that recovery will be a gradual process as society adjusts to the new normal, while consumers continue to avoid large crowds and social distancing rules remain in place. Even after stores begin to re-open, fashion's new digital steps will demand companies to change their mindset and begin to operate on a more digital scale.

Within the framework of our activities and with the help of various communication measures such as events, trade fair participations, media cooperation/campaigns or buyer and press trips to Italy, we present the entire Italian industry, position it and its importance (Made in Italy) positively in the awareness of the industry and the American public.

## 1. SCOPE OF WORK

ITA NY needs to draw attention to Italian lingerie brands, raise awareness and click-through, a virtual showcase for Italian lingerie companies 'new collections, by featuring both the overall pieces and their unique details.

ITA NY believes in launching a digital communication campaign for Italian lingerie brands to connect and interact with media, influencers, retailers and buyers.

ITA NY believes in launching a digital communication campaign for Italian lingerie brands to connect and interact with final consumers

### 1) Campaign B2B

In the absence of trade fair events in the near future, and given the impossibility of presenting new products, it is essential to maintain the interest of foreign buyers for products "Made in Italy" in order not to permanently and irrevocably lose market share to foreign competitors.

To this end, we are planning a digital web campaign for the Italian association of lingerie and swimwear manufacturers Consorzio Italian Lingerie Export and specially to increase the visibility of the B2B website for export <http://www.italianlingerieexport.it> where the new collections SS2021 and FW2021 will be presented.

It is therefore essential to activate targeted web marketing campaigns for very precise objectives identified through the main social media such as LinkedIn and Instagram.

Target group are business partners for sales/retailers/buyers/multipliers

The digital campaign should include, but not limited to the following:

- a. Keywords and banners in selected search engines: attached is a selection of key words and some sample banners to be used. Please provide your suggestions of digital media.

The duration of the campaign will cover a two months period to begin immediately after commissioning. The link should be to the website <http://www.italianlingerieexport.it/>.

- b. (Digital) ad campaign in one selected fashion and/or trade magazine (content and graphic will be provided by Italian side)

**Total budget \$65,000**

## 2) Campaign B2C

There is a need to respond quickly to the current market upheaval, as SMEs in the *Made in Italy* supply chain do not have the financial resources to quickly build their own network of physical stores to replace or take over the multi-brand retailers that are going out of business. In addition, Italy lacks an online sales site for high quality Italian products that represent the “Made in Italy” style in underwear, lingerie and swimwear.

To address this situation, the Consortium has launched its own e-commerce site for B2C sales [www.ontheskin.it](http://www.ontheskin.it), which aims to be the first virtual boutique for the sale of high quality *Made in Italy* products. The site is already implemented by the member companies of the Consortium, which are uploading their products on it to start selling online within a month.

However, it is necessary to promote the e-commerce site through the main channels that allow you to achieve excellent results with a small investment: Google, AdWords, Facebook and Instagram.

The digital campaign includes the following:

- a) Keywords and banners in selected search engines and SoMe: attached is a selection of key words and some example banners to be used (banners and content will be provided by our Italian partner). The duration will be one month and it will begin immediately after commissioning, the link should be to the website <http://www.ontheskin.it/>

**The total budget is \$20,000**

**The maximum total budget to include the B2B and B2C campaign will be \$85,000.**

## 1.PROJECT TIMEFRAME

**Project Start Date:** Immediately after the assignment of project

**Project End Date:** April 30, 2021

**Timeline and Updates:** Any update or any upgrade ITA may require after the commissioning of the project, will be conducted in a timely manner by vendor and INCLUDED IN THE OFFER. It is understood that dates and further details will be discussed with the bid winner directly.

## **2. BUDGET**

There is a maximum budget of **\$ 85,000 USD** for this project.

This budget guidelines indicated, must not be exceeded and include both your services and the campaign costs. The graphics will be provided by our Italian partner.

We would like to ask you for a detailed offer for a digital campaign in the US. The search engine campaign (and WebTV advertising), (online) advertising in magazines and in trade journals, websites must be fully completed by April 30, 2021.

**The contract shall be awarded on the basis of the lowest agency fee offered.**

Please use the attached **Annex 2** to submit your bid.

## **3. TECHNICAL AND PROFESSIONAL CAPACITY REQUIREMENTS**

ITA – Italian Trade Commission New York is seeking a full-service partner. Due to the small size of our team, we seek a collaborative partner to ideate and co-create for all aspects of the project production process.

1. A full service, experienced web marketing agency with demonstrated, existing relationships with US market fashion trade and consumer media and press.
2. Firms must provide media and influencer outreach, partner liaising, media monitoring and reporting, deskside support, speaker preparation, and media training as needed to participating companies.
3. Firms must provide at least one dedicated staff member as account lead to which ITA will liaise with directly.

## **5. SUBMISSION DEADLINE**

Bids drawn up pursuant to the rules of the Call for Bids and the specifications herein, must include all the documentation indicated below and, under penalty of exclusion, must be received no later than **February 1, 2021 by 3:00 pm (EST)**.

**Due to the current COVID-19 emergency, Bids must be only delivered by hand upon request of appointment.**

**Please call the following numbers to arrange a date for delivery your bid:**

**Paola Guida, +1 (516)-851-8842**

The envelopes containing the bids will be listed in a special register, showing date and delivery time.

Delivery of the envelope is at the sender's sole risk in case the envelope is received after the deadline for any reason whatsoever.



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No offer shall be accepted after the deadline. Incomplete offers, even if mailed within the stated deadline, shall be excluded. An offer is deemed to be incomplete if a bidder does not accept all the terms of this Call for BIDS.

Bids, **under penalty of exclusion**, must be received in one single, **sealed envelope**, which must be **signed on the flap closure and bear on the outside the sender's address (legible address, telephone and email)** and the following caption:

**“CONFIDENTIAL - Do Not Open. Bid Documents: COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY LINGERIE.**

Receipt of these bid documents does not imply satisfaction of the bidding requirements.

**Please submit your proposal by 3:00 pm on February 1, 2021** at the following address:

Italian Trade Commission  
33 East 67th Street  
New York, NY 10065 – 5949

## 6. BID PROCEDURES

The bid must consist of **three (3) sealed envelopes** (one outer envelope which will contain two inner envelopes labeled: A for Administrative, B for Financial)

The **Outer** envelope or package, under penalty of exclusion, must contain the following:

Two sealed envelopes, signed on the flap closures, each bearing the sender's address and, respectively, the captions: "A - Administrative Documentation " and "B – Financial Bid".

**Please write the following two items on this outer envelope/package:**

**Your company's name**

**“CONFIDENTIAL - Do Not Open. Bid Documents: COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY LINGERIE.**

**RE: P.0007626/21 Identification Code of Tender: CIG: 86062137A2**

One Envelope marked ENVELOPE “A”: **[indicate NAME of the COMPANY] "Administrative Documentation"**. This envelope must contain:

1. **Annex 1 (page 13) duly signed for acceptance**
2. **Annex 2 (page 15) Affidavit under New York and Italian Law (DPR 445/2000 and D.Lgs. 550/2016) ;**
3. **Annex 3 (page 18) Integrity Pact clause (refers to the Corruption of Foreign Public Officials Act, S.C. 1998, c. 34, and the United States' Criminal Code);**
4. **A copy of the signer's valid ID (State issued driver's license or ID or Passport)**

**Incorrect, incomplete or irregular contents in the envelope (“A” for documentation) can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 57/2017.**

One marked: **ENVELOPE “B”**: [indicate **NAME of the COMPANY**] **"ECONOMIC OFFER"**  
This envelope must contain the following.

Your “all Inclusive Economic Offer” only using **ANNEX 4 FORM** located on page 14 of this document.

**Multiple offers will not be considered**



Please indicate **price information ONLY in your ECONOMIC OFFER (ENVELOPE “B”)** and not in your ADMINISTRATIVE DOCUMENTATION as that will invalidate your proposal.

## **7. EVALUATION PROCESS**

The opening of envelope “A - Administrative Documentation” will take place during an **online open session on February 2<sup>nd</sup> at 11:30 am**, which may be attended only by one authorized representative from each bidding agency. A link to connect will be provided to all the Companies that sent the offer by February 1<sup>st</sup>, 3:00 pm

The ITA’s Authorized Officer (henceforth AO) will open only the bids received by the deadline, according to the order they were listed in the Register and will ascertain that the envelopes contain envelope “A - Documentation”, “B - Financial Bid”. The AO will then review the documentation contained in envelope "A - Documentation"; only those bidders who are in compliance with the bidding rules contained herein will continue to the next phase. The AO will put the results on record and at the end of the public session, the minutes will be taken.

**Ascertainment of failure to show compliance with the requirements will disqualify companies from bidding**

The AO, **in an online open session**, will then review and evaluate the contents of envelopes “B - Financial Bid”, putting the results on record.

The bidding company with the lowest overall bid and with a discount that does not exceed 4/5<sup>th</sup> of the auction base will be declared the winning company.

Pursuant to the provisions of the ITA's bylaws and internal organizational rules, the Commissioner of ITA office in New York will formally choose the final winner.

In case of equal financial offers among two or more bidders, during the public session the ITA’s officer in charge of the bid procedure will be requesting the representatives of the bidding companies attending the session whether they would like to submit a revised downward offer.



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In that case the bid will be awarded to the company that will offer the lowest price. If none of the bidding companies are represented during the public session, ITA will follow the procedure outlined in art. 77 of R.D. 827/1924, including, if necessary, a formal drawing of lots, during a new public session, in order to select the awarded bidding company among those who presented the lowest but equal best offers.

ITA will email the winning Agency, asking them to provide:

- the documentation proving compliance with the requirements established to participate in the bid, if any;
- the documentation that is necessary to enter into the contract.

## **8. PAYMENT TERMS (VERY IMPORTANT)**

Italian law does not allow advance payments for public contracts. Therefore, the payment schedule, in 3 tranches, must comply with the following specific criteria:

- 20% will be paid upon receipt of an original invoice after the signing of contract.
- 50% paid by March 15th, 2021, upon receipt of original invoice
- 30% paid upon the successful conclusion of the program and receipt of original invoice and of the requisite final report.

Further instructions regarding the invoicing will be included in our contract letter to the winning company.

It is understood that the terms of payments will not apply in case of default (and resulting penalties) during the execution of services by the winning company. In that case, the terms of payment will apply from the date on which the problem has been remedied and after ascertaining that no penalties apply. Payment will be issued upon receipt of an original invoice. We prefer to make payment via ACH. Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying tax on purchases over \$ 325.00.

Payments will be made by ITA upon submission of original invoices, made out to ITA - Italian Trade Commission – New York Office, 33 East, 67th Street, New York, NY 10065, issued by the winning 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.**

## **9. SECURITY DEPOSIT**

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 (\$85,000.00)** before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

## **10. PRIVACY**



Based on article 13, paragraph 1, of Legislative Decree 196/2003, in relation to the proceedings started for purpose of the tender, please be informed that:

- The Purpose for which the data is being collected and the modalities for their processing are limited expressly to the tender selection procedures being conducted by the principal (ITA)
- The submission of such data is deemed as due by the bidder, to the extent that, if the bidder intends to participate in the public tender, it is necessary to submit the required documentation pursuant to the laws currently in force; the consequence of a refusal will determine exclusion of the relevant bidder from the tender or forfeiture to obtain a possible award;
- The following are the individuals entitled to receive the submitted data: 1) personnel of the principal and all subjects involved in the tender proceeding, 2) those participating in the Bid if such tender takes place in public session, 3) any other subject having interest or submitting a formal request pursuant to Law 241/1990;
- The rights of the interested subject are indicated in articles from 7 to 10 of Lgs. Decree 196/2003;
- The subject collecting the data is ITA.

The only subject in charge of the proceeding is the RUP (Responsabile Unico del Procedimento) **Mr. Antonino Laspina – 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. 36, Par. 2, Lett. b of Legislative Decree 50 of April 18, 2016 (“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.***

#### **Rules of conduct of contractors and/or staff of the contractor**

In the execution of the contract/assignment/agreement, the trader/professional/contractor undertakes to fully respect the Code of Conduct adopted by ITA (Italian Trade Commission) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 249 on 27 March 2015. The Code of Conduct and Disciplinary procedures of the ITA is available on the website [www.ice.gov.it](http://www.ice.gov.it) – at the section “Amministrazione Trasparente”- “Disposizioni generali”- Atti generali”.





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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.

If you have any questions regarding this tender, please contact:

Paola Guida

Head of Fashion & Beauty Division

Italian Trade Commission New York Office

Email to: [p.guida@ice.it](mailto:p.guida@ice.it)

Cordially,

Antonino Laspina

Italian Trade Commissioner

Executive Director for the USA

**[SIGNED IN ORIGINAL]**

## **Annex 1**

**To be duly signed and inserted only inside the envelope ENVELOPE marked "A - ADMINISTRATIVE DOCUMENTATION"**

### **AWARDING OF THE CONTRACT**

#### **COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY LINGERIE**

The proposed bid must include all the materials and services in accordance with the requested specifications.

The undersigned firm engages itself to perform the work in compliance with the clauses, charges, conditions, and descriptions provided in this Call for Bids

**The contract shall be awarded on the basis of the lowest agency fee offered.**

I have received, read and understood all the material pertaining to the Call for Bids for the **COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY LINGERIE**  
**CIG: 86062137A2**

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(Company name)

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(Print & Sign name)

**Annex 2**

**To be duly signed and inserted only inside the envelope ENVELOPE marked “A - ADMINISTRATIVE DOCUMENTATION”**

**AFFIDAVIT**

**Under New York Law and Italian Law (DPR 445/2000 and D. Lgs 50/2016)  
COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY LINGERIE  
CIG: 86062137A2**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

BEFORE me, the undersigned Notary \_\_\_\_\_ on this \_\_\_\_ (day of the month) day of \_\_\_\_\_ (month), 2018, personally appeared \_\_\_\_\_ (name of affiant), known to me to be a credible person and of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

My name is \_\_\_\_\_, born on \_\_\_\_\_, in \_\_\_\_\_, residing at \_\_\_\_\_, agent of \_\_\_\_\_ (name of the company),

- **Tax ID:** \_\_\_\_\_

With the company title of \_\_\_\_\_ and for the purpose of the bid this Affidavit I authorize to use of the following address at \_\_\_\_\_,

**I DECLARE THAT**

I have read and understood all the documents related to the bid this affidavit refers to, its policy and regulations (the **PROPOSAL PROCEDURES**) and accept without any reservation each and every provision of the Proposal Procedures.

1. I am aware that because of bidding with the Italian Government, we have to abide by domestic, federal and foreign regulations and in particular I confirm that I am not aware of the existence of any legal or economic reasons that can exclude me and the company I represent from becoming General contractor and/or Subcontractor;
2. During the year preceding the publication of the bid, no corporate executive officers have resigned or being laid off/ or the following corporate executive officers have been laid off (list names, DOB, residences, citizenship, role ...) and for those individuals:
  - a. To the best of my knowledge they have not being criminally condemned to fraud; money laundering; corruption; conspiracy as stated under Section 45 of CE Directive 2004/18; or



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- b. There have been criminal judgments, but they are now rehabilitated.
- 3. I, the affiant, am an authorized corporate officer of the bidding company or the sole owner of the bidding company/or the owners of the company are (provide list) and each one of them shall submit a similar affidavit;
- 4. I have subscribed a liability insurance policy that is currently in effect;
- 5. I am not aware of any other economic or legal impediment to deal with the Italian Government.
- 6. I am aware that my information and data shall be stored and used by the Italian Government and waive any privacy rights.
- 7. I affirm that my company \_\_\_\_\_ is a full-service experienced event production agency with a proven track record of building out and coordinating corporate events in the optical industry.
- 8. I affirm that we will dedicate at least one staff member as account lead to liaise with directly.
- 9. I affirm that we have experienced working with large institutions such as governmental agencies.

Lastly, I authorize the use of the following facsimile number \_\_\_\_\_ for official communications.

COMPANY \_\_\_\_\_  
 Name/Print \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_

**Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by affiant**

**Signature of Notary Public**



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### Annex 3

**To be duly signed and inserted only inside the envelope ENVELOPE marked "A - ADMINISTRATIVE DOCUMENTATION"**

#### INTEGRITY PACT

Concerning the Bid for

**COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY LINGERIE  
CIG: 86062137A2**

(the "Bid ")

By the COMPANY \_\_\_\_\_, an entity duly registered under the laws of the state of \_\_\_\_\_ with registered office at (address) \_\_\_\_\_, (contact person), (hereinafter referred to as the "Company").

to:

The ITALIAN TRADE AGENCY for the promotion and internationalization of Italian businesses abroad with registered office located 33 East 67<sup>th</sup> Street, New York, NY (hereinafter referred to as the "ITA");

ITA and Company are hereinafter intended as "Parties".

#### **WITNESSETH:**

**WHEREAS**, The Italian Government and each and every of its ramifications operating within or outside of the territory of the Italian Republic adhere to the principles of transparency, accountability, efficiency and preventing corruption in public contracting.

**WHEREAS**, the ITA, a branch of the Italian Government established and operating on the US soil, is committed to guarantee integrity and transparency and establish efficient relationships with suppliers of goods and services so that neither side will pay, offer, demand or accept bribes, collude with any competitors to obtain a preferred or fast track to contract adjudication; and commit abuses during performance of bidding procedures and public contracting;

**WHEREAS**, the Italian Republic introduced the Decree of the President of the Republic No. 62 of 16 April 2013 (the "DPR") which establishes the "The Code of Conduct of Civil Servants"; and ITA's Resolution No. 249 of March 27, 2015 that adopted the Code of Conduct of Civil Servants" (the "Codes") establishing the duties of care, loyalty, impartiality, and good moral conduct of civil servants employed by the Italian government;

**WHEREAS**, Parties agree to adhere and comply with Title 18 of the United States Code Section 201, "Bribery of Public Official and Witnesses" prohibiting bribery of a governmental official (the "Title 18"); the Foreign Corrupt Practices Act of 1977 (the "FCPA") (15 U.S.C. § 78dd-1) prohibiting foreign trade practices by issuers; and the Securities Exchange Act of 1934 requiring transparency in accounting practices (the "SEA");

**WHEREAS**, ITA complies with the DPR, and Codes and committed to insure assistance in the compliance and application of Title 18, FCPA and SEA to its suppliers and/or bidders of goods and services (the "Statutes");

**WHEREAS**, Both Parties are committed to preventing corruption in public contracting through the present Integrity Pact (IP) while avoiding practices aimed to influence the bidding and/or awarding procedure in public contracting;

**WHEREAS**, This Pact, duly signed, is produced, under penalty of exclusion, as an integral part of the award procedures and becomes binding during and after an award procedure for the Company, its employees, agents, directors and/or representatives.

**WHEREAS**, ITA, in the process of globalizing Italian businesses, and the Company agreed on methods of respective obligations, duties and applicable sanctions for violations of the present IP and intend to memorialize these terms in this written document.

**NOW, THEREFORE**, in consideration of the covenants, terms, and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### Preamble

1The preambles and Exhibits are integral part of this IP, are not separable, and have full legal significance.

#### Integrity, loyalty, transparency and fairness duties

2.1 Parties shall insure a transparent and fair environment for the Bid procedure of this IP.

2.2 Parties shall avoid offering, accepting, and/or requesting any sum of money either large or small, or any other reward, favor, benefit, whether directly or indirectly or through intermediaries, for the purpose of securing a bid or an award and/or for the purpose of distorting the proper performance of the awarding procedure of this Bid .

#### ITA's duties

3.1 ITA agrees to put in place all measures aimed to prevent corruption and insure that none of its employees, agents, directors, and/or representatives will promise or accept any present or future benefit for which he/she is not entitled to in connection with the present Bid .

3.2 During the Bid process, ITA shall insure a fair and transparent environment.

#### Company's duties

4.1 The Company agrees to take all measures aimed to prevent corruption and insure that none of its employees, agents, directors, contractors, and/or representatives will promise or accept any present or future benefit for which he/she is not entitled to, in connection with the present Bid and aimed at influencing the awarding procedure.

4.2 The Company shall not enter into any undisclosed agreement aimed to restrict competitiveness or influence the bidding process or this Bid .

4.3 The Company, its employees, agents, directors, contractors, and/or representatives, agree to comply and to ensure compliance with the statutory duties, whichever applicable, in DPR, the Codes, Title 18, FCPA and SEA (the "Statutes").

4.4 The Company shall report to the ITA any act or attempt to disrupt an award procedure, and each and every unfair and/or irregular activity occurring during the Bid or related award procedure by anyone capable of influencing the decision making process of the awarding procedure.

#### Breach of the IP, Disqualification from Bid , Termination of Contract. Damages

5.1 If the Company breaches the IP before, during and after the Bid , the awarding, and execution of the public contract, ITA shall disqualify the Company from the Bid or exclude the company from the performance of the awarded contract.



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5.2 If the Company breaches the present IP, the Bid and/or the public contract shall be terminated and ITA is entitled to obtain liquidated damages in the amount up to 200% of the amount of the bid, or the amount of the contract awarded, or any amount paid to the Company for the Bid .

5.3 Similarly, a violation of any statutory duty set out in the DPR, the Codes, Title 18, FCPA and SEA shall be constructed as a simultaneous breach of this IP.

5.4 Upon request, Company shall disclose all payment transactions and related information involving an award procedure in a timely manner.

5.5 In case of breach, ITA shall exclude the Company for three (3) years for the participation in any Bid or public contract awarding procedure.

5.6 If ITA breaches its IP duties, ITA shall insure that all applicable civil and criminal consequences stated in the Statutes will be applied to its employees.

### Notices

6.1 All notices (including service of notice to arbitrate), consents and reports provided for in this IP shall be in writing and shall be given by the parties at the addresses set forth below or at such other address as any of the parties hereto may hereafter specify by notice given in the manner provided herein, namely:

If to ITA: [newyork@ice.it](mailto:newyork@ice.it) (e-mail)

If to Company: \_\_\_\_\_ (e-mail)

6.2 A copy of any notice, demand, consent and report to the Parties by any party shall be delivered to the other party in like manner as provided herein for the giving of notices to such party (including delivery of appropriate copies). Such notice or other communication, together with appropriate copies, shall be in writing and shall be deemed to have been duly given if properly addressed (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the day indicated on the delivery receipt if (a) sent via a U.S. nationally recognized overnight courier providing a receipt for delivery or (b) mailed to the party to whom notice is to be given, by first class, registered and certified mail, postage prepaid, return receipt request.

### Miscellaneous

7.1 This IP represents the entire understanding of all the parties hereto, supersedes any and all other and prior agreements between the parties and declares all such prior agreements between them null and void. The terms of this IP may not be modified or amended, except in a writing signed by the party to be charged.

7.2 This IP and all matters relating to it shall be governed by the laws of the State of New York.

7.3 This IP shall terminate when the awarded contract following the Bid procedure has been fully performed.

7.4 Neither party, nor any assignee or successor in interest of such party, shall sell, assign, give, pledge, hypothecate, encumber or otherwise transfer all or any portion of its interest in this IP without the prior consent of the other party, which may be granted or denied in its sole and absolute discretion.

7.5 In connection with this IP, as well as with all the transactions contemplated by this IP, each Party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this IP, and all such transactions.

7.6 Any provision of this IP which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this IP or affecting the validity or enforceability of such provision in any other jurisdiction. In the event that any law invalidating such a provision may be waived, it is hereby waived by the Parties to the fullest extent permitted by law and this IP shall





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be deemed to be a valid and binding obligation enforceable against the Parties in accordance with its terms.

7.7 Nothing contained in this IP shall be construed to constitute any Party the general partner or the agent of the other Party, other than in connection with the activities included within the limited scope of the objective of this IP.

Exclusive Mediation and Arbitration

8.1 In the event of any dispute arising out of or in connection with this IP, the Parties shall first refer the dispute to proceedings under the International Chamber of Commerce Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce. At that point, all or remaining disputes between the Parties related to the interpretation or the performance of this IP shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Venue of the Mediation and/or Arbitration shall be New York City. Language of Mediation and/or Arbitration shall be English.

8.2 In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this IP, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including actual attorney's fees' and expenses and court costs. This provision is a material term to this IP. As used herein, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual costs of any legal services actually performed in connection with the matter for which such fees are sought calculated on the basis of the usual fees charged by the attorneys performing such services, and shall not be limited to "reasonable attorneys' fees" as that term may be defined in statutory or decisional authority.

Privacy

9.1 The Company agrees that its corporate data and information will be stored and published on the ITA website.

9.2 This IP may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this IP the day and year first above written.

DATE \_\_\_\_\_  
\_\_\_\_\_

**COMPANY** \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
\_\_\_\_\_

**ITALIAN TRADE AGENCY**

By: \_\_\_\_\_  
Title: Trade Commissioner  
Printed Name: **Antonino Laspina**

**Annex 4 – ECONOMIC OFFER FORM**

**To be inserted only inside the envelope ENVELOPE “B” – “ECONOMIC OFFER” do not insert any other documents inside of envelope “B”.**

CIG: 86062137A2

**COMMUNICATIONS, MARKETING CAMPAIGN FOR MADE IN ITALY LINGERIE**

**Economic Offer**

**Please note: We will be making our selection on the basis of the lowest agency fee offered. Only bids that discount off the max. ceiling of \$85,000 will be considered. Please be advised that any bid that is lower than 4/5th (80%) of the max ceiling will be considered “anomalous” and will subsequently require the bidding company to explain how they are able to achieve such pricing. Multiple bids will be cause for exclusion.**

**Enter your bid in the box**  
 =====>>>>>>

Service fee in Percentage	
Service fee in Letters	

**Signature** \_\_\_\_\_

**Company** \_\_\_\_\_

**First and last name (legible)** \_\_\_\_\_

**Location** \_\_\_\_\_

**Date** \_\_\_\_\_

**Personal data processing in accordance with Regulation (EU) 679/2016.**  
 Your personal data are processed by automated means for institutional, administrative and accounting purposes. The Italian Trade Agency is the data controller. For further information regarding your personal data processing, please visit the following page on ITA website: <https://www.ice.it/en/privacy>.