



## REQUEST FOR TENDER

**PR agency to develop a communications campaign, marketing strategy, event production and related services to promote the Italian cosmetics industry in New York City May-October 2024**

**CO.AN. U223Z039M1 – [CIG TBD as per DG Service Notice No. 4/24 of 01/12/24]**

**Maximum budget for this tender is \$ 120,000.00.**

**Deadline to submit bid is 3 pm EST on Thursday, May 2<sup>nd</sup>, 2024.**

### BACKGROUND

ITA - Italian Trade Agency is the Governmental agency that supports the 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 the US, ITA is present in the following cities: New York, Chicago, Los Angeles, Houston, and Miami.

For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website [https://www.ice.it/en/\(Italian/English\)](https://www.ice.it/en/(Italian/English)).

### AWARDING ENTITY

The Italian Trade Agency ("ITA") – New York Office, 33 East 67<sup>th</sup> street, New York, NY 10065  
Website: <https://www.ice.it/en/markets/usa/New-York>

Ms. Erica Di Giovancarlo, Trade Commissioner of The Italian Trade Agency in New York Office E-mail: [Newyork@ice.it](mailto:Newyork@ice.it), Tel (212) 980-1500- Fax (212) 758-1050

The ITA New York Chief Procurement Officer (CPO)/ Responsabile Unico del Procedimento (the acronym is RUP in Italian) is Erica Di Giovancarlo, the ITA New York Trade Commissioner.

### REQUIREMENTS FOR PARTICIPATION

To participate in this RFP, the Company shall meet the following eligibility requirements: referred to in art. 9 of the Ministerial Decree 192/2017:

- a) It shall be eligible and possess all the necessary qualifications, in full compliance with local laws.
- b) It shall be located, authorized, and licensed to do business in the United States.
- c) It shall be of sound economic and financial status.
- d) Must be a full-service experienced organization with a proven track record of building out and coordinating events in the beauty and cosmetic industry preferably dealing with Italian brands.
- e) Must have extensive experience in organizing such events in-person with Italian brands.
- f) Must be able to dedicate at least one staff member to act as account lead to liaise with directly.

*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.*

## SCOPE

The ITA is looking for a Communication, PR, and Marketing Agency to develop, organize, and coordinate a communications campaign, a marketing strategy and produce an event promoting the Italian cosmetic sector.

## CONTENT OF THE REQUESTED SERVICES:

- **Event Planning and Coordination:** This involves overall event conceptualization, planning, and coordination, creating event timelines, managing vendors, securing permits, and overseeing logistics.
- **Venue Selection (Rental) and Setup: Securing an appropriate venue for the event, as well as setting up the space according to the event's theme and requirements.** follow up with venue vendors, handle communication and booking with the venue on behalf of the ITA (lighting, sound, staging, décor coat check, security, set up and dismantling)
- **Audio-Visual Services:** providing audio and visual equipment and services, such as sound systems, projectors, screens, lighting rigs, and technical support for presentations, performances, and other audio-visual elements of the event.
- 
- **Creative visual design of the venue with the marketing proposal to be approved by ITA (including graphic assets such as invitation card, media assets, etc)**
- **Production of the entire event date TBD** (lighting, A/V, music, buildouts, visual design production, printing, etc.) follow up, coordinate, and manage with each of the venue vendors.
- **Marketing and Promotion:** Developing and executing marketing and promotional strategies to attract attendees to the event. It may involve advertising, social media promotion, email marketing, press releases, and other promotional activities.
- **Media strategy program to be approved by ITA.**
- **Registration and Ticketing:** setting up registration and ticketing systems for attendees to RSVP for the event. It includes managing registrations and providing support to attendees with registration-related queries.
- **Mailing list invitation to assure** a successful rsvp curated by the bidder target is cosmetic/ beauty industry (150 people) including the check in at the event. (with tablet).
- **Photo and video service** to be provided by the bidder.
- **Influencer/models** to be provided by the bidder.
- **Provide Make -up and Hairstylist service (Italian names)**



**ITALIAN TRADE AGENCY**  
**ICE - Italian Trade Commission**

- **Management of the goodie bags**
- **Coordinate the catering service, manage deliveries, set up etc.**
- **Event Staffing and Personnel:** hiring and managing event staff and personnel, including ushers, security personnel, technical crew, catering staff, and other support personnel needed to ensure the smooth operation of the event.
- 
- **Post-Event Evaluation and Reporting:**
- **Emergency Planning and Risk Management to ensure the safety and security of event attendees.**

The goal of this initiative is to promote Italian cosmetic products and the Tradeshow Cosmoprof Bologna aiming to attract and educate consumers and customers to the authentic made in Italy.

We would appreciate receiving an all-inclusive quotation for the mentioned items.

**It is understood that ITA will own all the rights of the entire project, including all current and new assets the logo design, trademarks, creative concepts, and all related intellectual property.**

**PROJECT TIMEFRAME**

Project Start Date: Work will commence upon receipt of countersigned contract, not before 05/15/2024

Project End Date: 10/31/2024.

**Awarding of the Contract**

The proposed bid must include all the materials and services required in accordance with the attached indicative specifications and each proposal will be evaluated in accordance with the following itemized criteria and corresponding points scale:

<b>CRITERIA</b>	<b>VALUE SCALE EXPRESSED IN POINTS</b>
<b>Price</b>	<b>max 30</b>
<b>Overall aesthetics of the design</b>	<b>max 40</b> <b>(Sufficient/20; Good/30; Excellent/40)</b>
<b>Mailing list proving beauty networking</b>	<b>max 20</b>
<b>Prior Experience with Cosmetic/beauty</b>	<b>max 10</b>

The price scoring shall be calculated according to the following formula:

Points= 30x (Pmin divided by Poff), where:

Pmin: is the lowest price offered by any of the bidders.

Poff: is the price offered by your company.

By using this scale, we aim to provide a clear and fair evaluation that highlights the strengths and weaknesses of each proposal, ultimately guiding the decision-making process towards selecting the most suitable candidate for the project.

The other points will be awarded on a subjective scale by the awarding committee. Be sure to include renderings, photographic material, technical specs etc, samples if necessary, so as to allow us to make a determination with regard to the quality of the proposal.

### **HOW TO SUBMIT YOUR TENDER**

Please submit your proposal by 3 pm on Thursday, May 2nd, 2024, at the following address:  
**Italian Trade Commission**  
**33 East 67th Street,**  
**New York, NY 10065 – 5949**  
**Attn: Erica Di Giovancarolo – PR agency for Cosmetic Roadshow 2024 BID Documents**

Bids should be delivered in a manner as to guarantee a record of the delivery date and time (FedEx, UPS, etc.) or it may be delivered by hand on weekdays at the following times:  
Monday through Friday 9:00 am – 1:00 pm and 2:00 pm– 5:00 pm

The bid must consist of 4 sealed envelopes.

Sealed Envelope **A** should be labeled **ADMINISTRATIVE DOCUMENTATION** and include:

- 1) a signed copy of the Integrity Addendum (Annex 2),
- 2) The document confirming the receipt of the bid documents and the understanding of the awarding mechanism (Annex 1),
- 3) Requirements for Procurement Procedures under the European Union Threshold (Annex 4)
- 4) to be duly filled in, dated, signed and notarized along with a photocopy of the signer's valid ID (State issued driver's license or ID or Passport).
- 5) A proof of Economic and Financial Solvency:
  - Financial solvency (for example, a letter from your bank);
  - Turnover for each of the past 3 years (2019-2021-2022) for display services in the US. A minimum annual turnover of 200,000 USD is required.

- 6) A proof of Technical Qualification:

For example, a description of completed similar projects in the last 3 years (2019-2021-2022), inclusive of prices and customer's names. To be considered as "technically qualifying", the amount of the above-mentioned 'similar completed projects' must not be lower than 70,000 USD each.

**The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap.**

Incorrect, incomplete or irregular contents in envelope **A** for documentation can be remedied, pursuant to Art. 101, c. 1, Par. 9 of Legislative Decree No. 36/2023. The results will be put on record.

Sealed Envelope **B** should be labeled a **TECHNICAL BID** and contain the technical description, pictures, renderings etc. (please include an electronic version on a USB key) but **NO PRICING**

**INFORMATION.** The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap.

Sealed Envelope **C** should be labeled **FINANCIAL BID** and contain the price quotation (Use ANNEX 3). The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap.

Sealed envelope **D** should be labeled **“DO NOT OPEN”** - Contains an offer in response to the request for bid for PR agency for Cosmetic Roadshow NY 2024 and also indicate your company name and an email address and contain within it the three above listed envelopes which “in toto” constitute your bid. Bidder needs to sign their name across the flap.

**Do not make any reference to costs for this bid in Envelopes A or B as this will disqualify your bid.**

#### **TENDER PROCEDURE**

The opening of envelope **“ADMINISTRATIVE DOCUMENTATION”** will take place during a video session (link will be supplied to bidding companies), On Friday, May 3<sup>rd</sup>, 2024, at 10:00 AM which may be attended only by one authorized representative from each bidding company.

The President of the Selection Committee will open only the bids received by the deadline, per the order they were listed in the Register and will ascertain that the envelopes contain envelope **“ADMINISTRATIVE - Documentation”**, **“B - Technical Bid”**, **“C - Financial Bid”**. The President will then review the documentation contained in envelope **“A - Documentation”**; only those bidders who are in compliance with the rules of the Call for Bids and the rules contained herein will continue to the next phase. The President 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, however under certain conditions corrections/compliance are allowed.

The Selection Committee consists of members appointed by the Commissioner of ITC Agency of New York; the Committee, in one or more closed sessions, will review and evaluate the content of envelopes **“B - Technical Bid”**, assigning a score to each bid and putting the results on record.

The Selection Committee, in an open session (May 3<sup>rd</sup>, 2024 @ 3:00 PM EST), will then review and evaluate the contents of envelopes **“C - Financial Bid”**, assigning a score to each bid and putting the results on record.

The bidding service provider with the highest overall score (which is the sum of all partial scores based on each criterion for awarding the contract) will be the **“temporary winner”**. In case of bids with the same total score in the final list, the ITC Agency will request a better proposal and subsequently, if necessary, the contract will be awarded by drawing lots.

At the end of the open session, after opening all the Financial Bids, a final list will be compiled, and the temporary winning company will be declared.

Following the evaluation of the bids and the score assignment, if there is only one valid bid, the

ITC Agency reserves the right to award the contract anyway.

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

ITC AGENCY 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 the contract.

### **METHODS OF PAYMENT**

Payments will be made by the Italian Trade Commission upon submission of original invoices, made out to: ITC - 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 ITC Agency.

This tender will not be awarded before 4:00 pm on May 3<sup>rd</sup> 2024.

Payment will be made as follows:

- 20% upon contract signing and receipt of an invoice.
- 30% on or after August 15<sup>th</sup>, 2024, and receipt of an invoice supported by a report detailing the activities completed or currently in progress.
- 50% balance after the conclusion of the event, upon presentation of an original invoice and final report.
- **Extension:** An extension of service is provided for a time strictly necessary for proper execution of the contract (D.Lgs.n.36/2023, art.120, comma 11).
- **Increase or decrease:** ITA reserves the right, in its sole and absolute discretion, to increase or decrease up to 20% of the service as reflected in the final contract and on the same terms and conditions.

### **SECURITY DEPOSIT**

The winner of the bid must submit a performance surety bond, irrevocable letter of credit or a non-transferable cashier's check that amounts to 10% of the contract value before signing the agreement. The expenses to obtain the selected financial instrument shall be the sole responsibility of the bidder.

The performance surety bond, irrevocable letter of credit or a non-transferable cashier's check, whichever you choose, must be issued in favor of:

Italian Trade Agency ("ITA") – New York Office, 33 East 67th street, New York, NY 10065.

This must be submitted within 10 days of notification.

### **Submitting a security deposit is mandatory.**

The security deposit shall be returned after conclusion of the contractual obligations and after ITA Office confirmation that the company has duly provided the services in accordance with the contract and at the written request of the contractor.

### **SIGNING OF THE CONTRACT**

The signing of the contract will take place after the official notification and after receiving the requested security deposit within the maximum time limit of 10 days.

### **COMPETENT JURISDICTION**

In case of dispute between the Italian Trade Commission and the Appointed Contractor, the Court of Law of the state of New York will be the competent jurisdiction.

### **PAYMENT OF THE CONTRIBUTION TO ANAC**

Pursuant to art. 1 of the ANAC Resolution no. 1174 of 19 December 2018, when the contracting Authority is operating abroad, the contracting Authority and the economic operators are exempt from paying the contribution.

### **RULES OF CONDUCT OF THE AGENCY**

In the execution of the contract, the Provider undertakes to fully respect the Code of Conduct approved by resolution of the Board of Directors no. 619/23 of 01/27/2023. The Code of Conduct is available on the website <https://www.ice.it/it> at the section "Amministrazione Trasparente" (Transparent Administration) — "Disposizioni generali" (General provisions) — "Atti generali" (Acts of general application) "Code of Conduct".

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.

### **REFERRAL RULES**

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 192/2017; the civil law governing the conclusion of the contract and the execution phase shall be determined in accordance with the applicable rules of private international law.

### **PRIVACY**

The awarded Company is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the institutional website of ICE Agenzia at <https://www.ice.it/it/privacy>.

Access to tender documents is governed by Law no. 241 of August 7, 1990.

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is Ms. Erica Di Giovancarolo, Trade Commissioner of The Italian Trade Agency in New York.

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 an interpretation shall be final and binding upon all bidders.

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.

### **WHISTLEBLOWING**

Pursuant to Section 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of the informant of a crime in the context of a public or private employment relationship"), providers supplying goods or services to ICE Agency may report any "illegal conduct" of which they have become aware in the context of the contractual relationship. The reports are strictly confidential and managed through an anonymous application at: <https://www.ice.it/en/whistleblowing>

### **CONTACT REFERENCE**

If you have any questions regarding the bid documents, please send a written communication to the following email:

Newyork@ice.it, by Tuesday, April 30th, 2024

Questions will be answered by written communication and emailed to all invited bidders.

We look forward to receiving your proposal.

Sincerely,

Erica Di Giovancarlo  
Trade Commissioner





ITALIAN TRADE AGENCY  
ICE - Italian Trade Commission

## **Annex 1**

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

### **AWARDING OF THE CONTRACT**

**PR agency for Cosmetic Roadshow NY 2024 (May-October 2024)**

Identification Code of Tender: CIG: [TBD as per DG Service Notice No. 4/24 of 01/12/24]

The undersigned firm engages itself to perform the work in compliance with the clauses, charges, conditions and descriptions provided in the LETTER OF INVITATION and in the REQUEST FOR TENDER of the Italian Trade Commission.

**The contract will be awarded on the basis of criteria outlined above.**

\_\_\_\_\_ of \_\_\_\_\_  
(Print & Sign name) (Company name)

I have received all the material pertaining to this bid for the Italian Trade Commission **RE: PR agency for Cosmetic Roadshow NY 2024.**



**Annex 2**

**INTEGRITY ADDENDUM**

**SUBJECT: PR agency for Cosmetic Roadshow NY 2024 (May-October 2024)**  
**CIG: [TBD as per DG Service Notice No. 4/24 of 01/12/24]**

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. 619 of March 27.01.2023 that adopted the “Code of Conduct of ITA Agency” (the “Codes”);

**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 ensure 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.

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 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: **Erica Di Giovancarlo**

**Annex 3**

**To be inserted only inside the ENVELOPE "C" – "Financial Bid" do not insert any other documents inside of envelope "C".**

**PR agency for Cosmetic Roadshow NY 2024 (May-October 2024)**

**Identification Code of Tender: CIG: [TBD as per DG Service Notice No. 4/24 of 01/12/24]**

**Financial/Economic Bid**

**Please note: Only bids that discount off the max. ceiling of \$120,000.00 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.**

**Overall Total (This is the only amount that will be considered for the selection process)**

**Signature**

**Company**

**First and last name (legible)**

**Location**

**Date**

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**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>.*

## **Annex 4**

### **REQUIREMENTS FOR PROCUREMENT PROCEDURES UNDER THE EUROPEAN UNION THRESHOLD**

**Vendors must enter all information, unless differently stated**

#### **PART I PROCUREMENT PROCEDURE AND BUYER INFORMATION**

<b>Buyer</b>	<b>Answer:</b>
Name:	<i>(ICE – Italian Trade Agency – New York Office) 33 East 67<sup>th</sup> Street, New York, NY 10065</i>
Title or brief description of the offer:	<i>PR agency for Cosmetic Roadshow 2024 (May-October 2024)</i>
CIG	<i>(TBC as per DG Service Notice No. 4/24 of 01/12/24)</i>

#### **PART II: VENDOR'S DATA**

<b>A. Vendor data</b>	<b>Answer:</b>
Name:	[.....]
TAX ID number	[.....]
Mailing Address:	[.....]
Contact Person:	[.....]
Telephone Number:	[.....]
PEC or e-mail:	[.....]
(website) <i>(if there is one)</i> :	[.....]

<b>B. Vendor's Agents (if any)</b>	<b>Answer:</b>
Full name:	[.....]
Place and Date of Birth:	[.....]
Working position/ Power to bind Vendor (Y/N):	[.....]
Mailing Address:	[.....]
Telephone Number:	[.....]
E-mail:	[.....]
If necessary, provide details on agency agreement (form, limits, purpose):	[.....]

**PART III: REASONS FOR EXCLUSION**

**A: Reasons for exclusion: criminal convictions**

Vendors who have been convicted before a federal or state criminal court (in Italy or in the US) and for the following crimes, will be excluded from participation in the bid selection: (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 (federal, state or local) entities. Relevant reasons of 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 factual equivalent circumstances regulated under local criminal law.

<b>A. Reasons related to criminal convictions</b>	<b>Answer:</b>
1) Has the vendor or a member of its management or audit teams or anyone with agency or control power been convicted for one of the above-mentioned crimes with a final judgment in the last five years or after which an exclusion period is still applicable?	[ ] Yes [ ] No
2) If so, indicate (repeat if needed): a) the date of the final judgement, which crimes and the grounds for conviction; b) names of individuals convicted; c) duration of the exclusion period established by the judgement.	a) Date: [.....], Sentencing: [.....] Reasons: [.....] b) [.....] c) Duration of the exclusion period [.....]
3) In case of convictions, which measures vendor has undertaken to re-establish his credibility (self-cleaning)?	[Indicate measures taken]

**B: Reasons for exclusion related to the payment of taxes or social security**

<b>B. Payment of taxes, fees or SS</b>	<b>Answer:</b>
1) Has Vendor paid taxes, social security contributions and/or fees, as required by law, in the country where it is established, in Italy (if required) and in the country where the bidding process takes place (if different from where established)?	[ ] Yes [ ] No
2) If not, indicate: a) The State where the violation occurred; b) The amount; c) How the violation was proved; d) Measures taken to correct the violation;	a) [.....] b) [.....] c) [.....] d) [.....]

**C: Reasons for exclusion related to insolvency, conflict of interests or professional misconduct**

<b>C. Information related to insolvency, bankruptcy, conflict of interest or professional misconduct</b>	<b>Answer:</b>
1) Has vendor breached any of the following laws: health and safety; environmental; employment law?	[ ] Yes [ ] No
2) Is vendor currently under: a) Bankruptcy, insolvency proceedings, liquidation, receivership and any other similar proceedings? b) Has ceased its business activities?	a) [ ] Yes [ ] No b) [ ] Yes [ ] No
3) Is vendor guilty of gross professional misconduct?	[ ] Yes [ ] No





ITALIAN TRADE AGENCY

ICE - Italian Trade Commission

4) Has vendor entered into agreements with other vendors to influence competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5) Is vendor aware of any conflict of interest affecting his participation in this procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6) Did vendor or any affiliated party provide advice to the buyer or have otherwise participated in the preparation of the bidding procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7) Has vendor being terminated or being ordered to pay damages or similar penalties in relation to a previous procurement deal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8) Has Vendor: a) been condemned for misrepresentation in supplying false information (in the case of absence of grounds for exclusion or compliance with the selection criteria)? b) concealed this information? c) been able to transmit promptly the additional documents requested by the buyer? d) attempted to unduly influence a buyer's decision-making process; attempted to obtain confidential information that may give undue advantages in the procurement procedure; provided misleading information that may have a significant influence on the decisions concerning the bid?	a) <input type="checkbox"/> Yes <input type="checkbox"/> No b) <input type="checkbox"/> Yes <input type="checkbox"/> No c) <input type="checkbox"/> Yes <input type="checkbox"/> No d) <input type="checkbox"/> Yes <input type="checkbox"/> No
9) <u>In case of a positive answer to any of the questions in this section C</u> , indicate the circumstances that have occurred and what measures vendor has undertaken to re-establish its credibility (self-cleaning)	[Indicate measures taken]

**D: Reasons for exclusion under Italian law and equivalent circumstances under the laws of the Country where the contract is awarded and performed**

<b>D. Reasons for exclusion under Italian law</b>	<b>Answer:</b>
Is vendor in one of the following circumstances?	
1) Are there any grounds for revocation, suspension or prohibition under anti-mafia laws?	1) <input type="checkbox"/> Yes <input type="checkbox"/> No
2) Is the vendor at risk of infiltration by criminal organizations?	2) <input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has vendor been banned from its business activity or has been subject to sanction involving prohibition to contract with the public administration?	3) <input type="checkbox"/> Yes <input type="checkbox"/> No
4) Is vendor registered with the Registry held by the National Anti-Corruption Authority for having submitted false statements in order to obtain a certificate?	4) <input type="checkbox"/> Yes <input type="checkbox"/> No
5) Has vendor violated the prohibition of registration through a fiduciary?	5) <input type="checkbox"/> Yes <input type="checkbox"/> No
6) Does vendor comply with employment law for disabled individuals?	6) <input type="checkbox"/> Yes <input type="checkbox"/> No
7) If vendor was a victim of crimes of bribing and extortion committed by criminal organizations or any facilitators (and this is not a self-defense claim), did vendor report the events to the prosecuting authorities?	7) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N.A.
8) Does vendor control any another participant in the same bidding procedure because of the way the decisions are adopted?	8) <input type="checkbox"/> Yes <input type="checkbox"/> No
9) Has vendor entered into employment contracts and, in any case, has vendor assigned tasks to former employees of the buyer who have ceased to work for the buyer in the last 3 years and who were managers with negotiating contracting authority on behalf of the buyer with respect to the same vendor ( <i>pantouflage or revolving door</i> )?	9) <input type="checkbox"/> Yes <input type="checkbox"/> No



**PART IV: SELECTION CRITERIA**

	<b>Answer:</b>
Does vendor meet all the selection criteria required in the bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part V: Final statements

The undersigned hereby state that the information contained in parts II to IV of this document is true and correct and that the undersigned is aware of the civil and criminal consequences in case of false statement and perjury under Italian law and US law.

The undersigned hereby certifies the absence of grounds for exclusion provided in Part III and that the undersigned holds the requirements set out in Part IV.

The undersigned authorizes the Buyer, indicated in part I, to perform the background check with the competent authorities on the veracity of the statements hereby issued.

The undersigned provides irrevocable consent and accepts without conditions and/or exceptions the terms and conditions contained in the bid invitation letter and in Attachments 1 and 2 to the same letter, which are an integral part thereof.

[Dated and signed]

\_\_\_\_\_  
*[Name, last name and title of signatory/signatories]*

**ATTACH COPY OF ID OF EACH SIGNATORY - (Sign before a Notary Public)**

State of \_\_\_\_\_  
 County of \_\_\_\_\_

I, the undersigned Notary Public in the State of \_\_\_\_\_, duly commissioned and qualified, do hereby certify that \_\_\_\_\_ appeared and signed this instrument before me today and I have verified his/her identity after having examined his/her Passport, State issued driver's license or State issued ID.

IN WITNESS WHEREOF I have hereunto set my hand and affixing the seal of the Notary Public, of the State Of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Seal and Signature of Notary Public

**STATEMENT ON INDIVIDUALS DATA PROTECTION**  
**As per Regulation (EU) 2016/679, art. 13**

The processing of personal data is based on the principles of lawfulness, fairness and transparency to protect the fundamental rights and freedoms of individuals. To this end, the following information is provided:

1. The data holder is ICE – Italian Trade Agency (hereinafter only ICE) which operates through the Office of **New York, 33 East 67<sup>th</sup> Street, New York, NY 10065, T. 212-980-1500, email: [newyork@ice.it](mailto:newyork@ice.it)** .
2. ICE appointed an individual responsible for the protection of personal data that, for customer purposes, can 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. Personal data are necessary for the vendor selection and awarding process.
4. The transfer of data is mandatory under Italian law and any refusal to provide the requested data will result in exclusion from the selection procedure or the awarding.
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 ICE. By signing this document, vendor provides consent to the transfer of the aforementioned data also to the competent local authorities for their verification and for the publication of the essential elements of the contract stipulated on the buyer's website in accordance under Italian law on the transparency of Italian public contracts.
7. Data shall be kept for a minimum period of 5 years from the moment when the contractual relationship ends due to completion of performance or for any other reason, including termination due to non-compliance. This term may be suspended in the event of a lawsuit.
8. Each vendor may obtain access to its data and apply for amendments. In these cases, vendor must submit a request to the addresses indicated in section 1, sharing such application with ICE data protection manager at the addresses indicated in section 2.
9. If you believe your rights have been violated, you can file a complaint with ICE Data Protection Officer. Alternatively, you can contact the Guarantor for the Protection of Personal Data (Piazza di Monte Citorio 121, 00186 Rome, phone 0039 06 696771 (switchboard), e-mail: [garante@gdpd.it](mailto:garante@gdpd.it), pec: [protocollo@pec.gdpd.it](mailto:protocollo@pec.gdpd.it)) or to the judicial authority.

[Date]

Signature of the interested party for acknowledgment and acceptance

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