



ITALIAN TRADE AGENCY

Tel Aviv office

Prot. 0090600

Date 01.08.2022

## MARKET SURVEY NOTICE N. 2/22

### ITALIAN TRADE AGENCY IN TEL AVIV: SELECTION OF AN EXPERIENCED ARCHITECT AND/OR INTERIOR DESIGNER TO PROVIDE HELPDESK SERVICES TO ITALIAN FURNITURE COMPANIES SHOWCASING THEIR PRODUCTS IN A VIRTUAL MAGAZINE / PLATFORM

#### CONTRACTING AUTHORITY

The Italian Trade Agency (ITA) is the Governmental Agency that supports the business development of national companies abroad and promotes the attraction of foreign investment in Italy.

With a widespread network of overseas offices, ITA provides information, assistance, consulting, promotion and training to Italian small and medium-sized businesses.

#### REQUESTED SERVICES

The Agency's Office in Tel Aviv is starting a procedure of direct assignment<sup>1</sup> with a professional figure, in this case with an experienced architect/interior designer based in Israel, for the selection of twenty (20) Italian furniture manufacturers not represented in Israel and to help them exploring the potential of the local market with their products to be showcased in a virtual magazine, for a period of three months (end of September – end of December 2022).

The Italian Trade Agency will be responsible for the following:

- Selecting a professional magazine and opening a virtual showcase for Italian furniture and household articles companies;
- Selecting an experienced architect/interior designer based in Israel subject of this market survey notice;
- Recruiting Italian companies with their products to be showcased in Israel through a virtual magazine/platform;

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<sup>1</sup> The **framework contract** will be stipulated in **direct assignment** according with the provisions of Art. 36, paragraph 2, let. b) of the Italian Legislative Decree n. 50/2016 and n. 56/2017 and according with the Guidelines n. 4 issued by ANAC (Italian Anti-corruption Authority) with Resolution No. 1097, 26/10/2016 and Resolution No. 206, 1/3/2018).

- Collecting all information from the Italian companies selected for the project (company profile, catalogue, photos, etc.) and translating the texts to Hebrew;
- informing the users of this special initiative (in this case interior designers and subscribers/readers), in collaboration with the magazine / platform and publishing the project on ITA social networks;
- organizing a launching event inviting Israeli journalists and architects/interior designers interested in working with the Italian market.

The architect / interior designer will be responsible of the following aspects:

First phase:

- Setting the parameters for the selection of Italian companies in the furniture and accessories sector;
- Selecting the companies and products that are suitable for the Israeli market out of the Italian companies that will apply to ITA's publication of the project;
- Collaborating with the Israeli partner responsible for the platform / magazine that will showcase the selected Italian companies;
- Assisting the selected Italian companies and the Israeli platform/magazine in putting together the contents of each virtual page within the platform (Selecting and editing material - text + photos - to be published);
- Collecting the Israeli manifestations of interest and putting together a database of the potential customers;
- Contacting the potential Israeli customers and supplying them with all the relevant information regarding the articles they wish to buy
- Being in constant contact with the Italian companies in order to provide price offers and information to the Israeli customers

For the activities of the first phase a fixed fee of 8000,00 NISH + VAT will be paid by the Italian Trade Agency.

Second phase:

- Handling the Israeli customers' orders
- Handling the import and logistic procedure to bring the ordered items to the Israeli customers (all costs of shipment and delivery will be paid by the Italian companies and will be included in the price offer to the customer).
- A submission of a monthly and final report to ITA on the progress and results of the project

For the activities of the second phase a percentage of the order will be paid by the Italian company (see "Price Offer" below).

## PROFESSIONAL REQUIREMENTS

Mandatory requirements:

- Architect/interior designer (please indicate relevant studies and/or professional courses);
- Over 10 years of experience in the architecture/interior design field;
- Knowledge of import requirements and procedures and previous experience in importing furniture from Europe.

Preferential requirements:

- Experience and contacts with the Italian market;
- additional qualifications significant for the assignment.

## PRICE OFFER

The offers will be evaluated for the sole activities of the second phase (see above) and by the sole criterion of the lowest fees or "service charges" requested as a percentage of each order/service requested by the Italian companies and paid for by the same companies.

## AWARD CRITERION

The Italian Trade Agency in Tel Aviv reserves the right not to proceed with the assignment of the service object of this notice in case the received offers are not considered suitable.

The agreement will last from the signing of the contract - once all the participation requirements are verified - until the closing of the Italian furniture and household articles virtual platform (approximately, late December 2022-early January 2023). On the expiration date its effects will cease automatically, with no need for any notification between the parties.

The duration of the contract may be modified in course of execution for the time strictly necessary to complete the procedures to identify a new operator. In this case the contractor is required to perform the services at the same - or even more favorable - prices, agreements and conditions of the contract itself.

## PAYMENTS AND PENALTIES

Within the duration of the contract and for the activities of the first phase (see above) ITA will provide a down payment of 50% of the said fixed refund upon the signing of the contract and the presentation of an invoice.

The other 50% of the fixed fee will be paid at the end of the contract term upon presentation of the required report and of the invoice, addressed to:

Italian Trade Agency - Tel Aviv Office



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Trade Promotion Section of the Italian Embassy in Israel  
3, Daniel Frisch St. – 6473104 Tel Aviv

In case the requisites indicated in this notice are not respected, ITA reserves the right to apply a penalty, determined on the basis of the gravity of the event occurred, and in any case within 10% of the amount related to the specific service provided other than requested.

### CLAUSES OF EXCLUSION

All economic operators who find themselves in conditions indicated in Art. 57 of the European Directive 2014/24/EU are excluded from the present procedure, and notably:

- a) participation in a criminal organization;
- b) corruption;
- c) fraud;
- d) money laundering and criminal activities;
- e) child labor and other forms of human smuggling;
- f) if the operator has not complied with the obligations related to the payment of taxes or social security contributions and if this has been established by a judicial or administrative decision, with definitive and binding effect, based on Israeli and Italian legislation;
- g) it is also not admitted the participation of economic operators sanctioned by the Israeli and Italian regulations with the prohibition of signing agreements and stipulating contracts with public administrations.

### HOW TO APPLY

This notice will be published on the website of this contracting Agency for a period of 15 days, starting from the day following the date of publication.

Under penalty of exclusion, the offers - prepared according to the model below and that consider all the indications contained in this notice - must be submitted in English and sent to the Italian Trade Agency, Tel Aviv Office, via email at the following address: [telaviv@ice.it](mailto:telaviv@ice.it)

no later than 00.00 p.m. of the 12<sup>th</sup> of August with attached:

- 1) Best Offer Form (see form attached), completed and signed;
- 2) Copy of C.V. / company profile;
- 3) Copy of an identity document from the signer of the offer.

In addition, to the selected candidate will be required:

- a copy of Certificate/Diploma/Document confirming the qualification;
- a copy of Israeli citizenship or valid work permit for Israel;
- a proof of the additional qualifications described in the Preferential requirements;
- a declaration duly signed and stamped about Rules of Conduct, Antipantouflage, Regulation and Integrity Pact (see form attached at link below).



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## **CONFIDENTIALITY NOTICE**

The company that will sign the contract has the obligation to keep all the data and information in its possession as confidential, and not to disclose them in any way nor make them object of use for any purpose other than those necessary to execution of the contract. All confidentiality obligations must be respected even at the end of the contract with the Italian Trade Agency. The Contractor is also responsible for the observance of the secrecy obligations by his employees and consultants.

In case of non-observance of the confidentiality obligations, ITA has the right to declare the contract automatically terminated, and the Contractor will be obliged to compensate all the damages that may arise to the Italian Trade Agency.

## **TREATMENT OF PERSONAL DATA**

According to the Italian Legislative Decree n. 196/2003 and the European Regulation n. 679/2016, the collected data will be processed exclusively within the procedure described in this notice.

**This notice is exclusively intended as an invitation to submit a bid for this procedure, therefore it does not imply any obligation of the Italian Trade Agency towards the subjects concerned, nor submitting an offer may in any case give rise to preferential rights or eligibility for the assignment of the contract by the Agency.**

Mr. Fabrizio Camastra, Trade Commissioner of the Italian Trade Agency in Tel Aviv, is responsible for this procedure.

For enquiries: email [telaviv@ice.it](mailto:telaviv@ice.it) - T (+972) 3 6918130





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**BEST OFFER** (to be written on company headed paper and returned via email to [telaviv@ice.it](mailto:telaviv@ice.it) by 00.00 pm of the 12th of August 2022)

The undersigned \_\_\_\_\_

Born in \_\_\_\_\_

Resident in \_\_\_\_\_ postal code \_\_\_\_\_

Address \_\_\_\_\_

Owner or Legal representative (tick the appropriate definition) of the company

\_\_\_\_\_

Legally established in \_\_\_\_\_ postal code \_\_\_\_\_

VAT number \_\_\_\_\_

in relation to the **MARKET SURVEY NOTICE n. 2/22 issued by the Italian Trade Agency in Tel Aviv**, presents its best offer below.

I undersigned declare that I am aware of what is indicated and expected in the Market Survey Notice for the above-mentioned procedure of direct assignment, and that I unconditionally approve its contents.

Furthermore, I am specifically aware that the Notice does not imply any obligation of the Italian Trade Agency towards the subjects concerned, nor does this prospective offer give rise in any case to preferential rights or titles for the assignment by the Italian Trade Agency.

As requested, I attach to this offer:

- copy of C.V. / company profile;
- copy of my identity document.

Place and date \_\_\_\_\_

Signature and company stamp \_\_\_\_\_





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**"Rules of conduct of contractors and/or staff of the contractor/concessionaire"**

In the execution of the contract/assignment/agreement, the trader/ professional/ contractor undertakes to fully respect the Code of Conduct adopted by the ICE - Agency (Italian Trade Agency) 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 ICE – Agency is available on the website [www.ice.gov.it](http://www.ice.gov.it) – at the section "Transparent Administration" - "General Provisions" - "Acts of general application".

For any breach of obligations under the Code, if the same is considered serious, the ICE - Agency will have the option to terminate the contract.

**"Anti Pantouflage Regulation"**

ITA will not conclude any contracts with a business counterpart that has recruited or has assigned any tasks to a former ITA employee, if: - the employment contract between ITA and the former employee was terminated for less than 3 years; - the former employee had bargaining powers or decision-making powers during the last three years of his/her employment. These circumstances have to be communicated to ITA before the conclusion of the contract or at the moment they occur if this happens at a later stage. Should the circumstances apply, ITA will be entitled to terminate the contract or the ongoing negotiation with the business counterpart.

**"Whistleblowing"**

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree no. 165/2001, as amended by Law no. 179/2017 concerning "Provisions for the protection of persons who report unlawful activities or wrongdoing based on information acquired in a public or private work-related context", the suppliers of goods or services to the Italian Trade Agency - ICE are also entitled to report any unlawful conduct or wrongdoing of which they have learnt within the context of the contractual relationship. The reports, which are kept fully confidential, are managed through an IT application available on the Italian Trade Agency - ICE website - "Whistleblowing" section, at <https://www.ice.it/it/en/whistleblowing>.

All data above mentioned are requested by Law solely for the actual procedure for which they are requested and will be used solely for this purpose.

Please attach copy of valid ID of person signing this statement.

Stamp and Signature

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## INTEGRITY PACT

Concerning the tender for .....  
between the Italian Trade Agency for the promotion and internationalisation of Italian  
businesses abroad and the Company .....  
(hereinafter referred to as the "Company"), with registered offices at the address  
.....  
tax code/VAT No....., represented by .....  
in the capacity of .....

This Pact, duly signed, is produced, under penalty of exclusion, together with the documents for participating in the procedure in question and constitutes an integral part of the contract that will be signed at the conclusion of this procedure.

1. This Integrity Pact establishes the mutual and formal obligations of the Italian Trade Agency (hereinafter "ITA") for the promotion and internationalisation of Italian Businesses as party of the first part and participants in the award procedure in question as party/parties of the second part. Under these obligations, they must conduct their activities in compliance with the principles of integrity, transparency and fairness. They must not offer, accept or requests sum of money or any other reward, advantage or benefit, whether directly or indirectly through intermediaries, for the purposes of the award of the contract and/or for the purposes of distorting the proper performance of it.

2. The undersigned Company undertakes to comply with and to ensure the compliance of its own working colleagues of all kinds, with regard to the role and activities carried out, the obligations of conduct provided by Presidential Decree no. 62 on 16 April 2013 which issued the "Regulation on the Code of Conduct of Civil Servants" and provided by the resolution of the Board of Directors no. 402 of 24 January 2017, by which the current Code of Conduct of ITA Employees was adopted. To this end, the Company is aware and accepts that, for the purposes of full and comprehensive knowledge of the aforementioned Codes of Conduct, the ITA has fulfilled its reporting obligations pursuant to Article 17 of Presidential Decree 62/2013, and has ensured that these obligations are accessible by publishing them on its website [www.ice.gov.it](http://www.ice.gov.it) at the section "Transparent Administration" - "General Provisions" - "Acts of general application".

The Company undertakes to send a copy of the Codes of Conduct to its employees of all kinds, and to provide proof that this communication did indeed take place. Breach of the obligations set out in Presidential Decree 62/2013 and Ministerial Decree of 17 March 2015 constitutes grounds for terminating the awarded contract, according to the regulations of this act.

3. The undersigned Company undertakes to report to the Contracting Authority any attempts at disruption, irregularities or distortion during the phases of the award procedure, by any interested party or employee or anyone in a position to influence the decisions concerning the procedure in question.





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4. If awarded the contract, the undersigned Company undertakes to report to the ITA promptly any illegal request for money, services, benefits or offers of protection that are offered to a representative, agent or employee during the performance of the contract. Furthermore, the Company acknowledges that a similar obligation must be taken on by any other person who is involved, in any capacity, in the performance of the contract. The company acknowledges that such an obligation does not substitute its obligation to report to the Judicial Authority that pressure of extortion or any other form of unlawful interference was exerted. The undersigned Company is aware that if it does not notify of any attempts of criminal vexation, the contract will be automatically terminated.

5. Upon the request of the ITA, the undersigned Company undertakes to disclose all payments carried out and concerning the contract that are made to it following the award procedure.

6. The undersigned Company agrees that in the event that the Administration ascertains any failure to comply with the anti-corruption commitments undertaken in this Integrity Pact, the following sanctions will be applied, depending on the stage when the compliance failures are established, subject to the liabilities provided by Law:

- Exclusion of the competitor from the award proceedings
- Termination of the contract
- Enforcement of the validity deposit for the offer
- Enforcement of the final deposit for satisfactory performance of the contract
- Exclusion of the competitor from the award procedures announced by the ITA for the next three years.

This Integrity Pact and the corresponding penalties will remain in force until the contract awarded following the award procedure is fully executed.

Any incidences of corruption or other types of offences, subject to each case, as provided by Articles 331 et seq. of the Code of Criminal Procedure, should be reported to the Individual Responsible for the Proceedings and to the Individual Responsible for the Prevention of Corruption at the ITA.

Any dispute regarding the interpretation and execution of this Integrity Pact between the contracting authority and the competitors and amongst the individual competitors themselves shall be resolved by the competent Judicial Authority.

Place and date .....

For the company:

\_\_\_\_\_  
(The Legal Representative)

\_\_\_\_\_  
(legible signature)

