



ITALIAN TRADE AGENCY

Tel Aviv office

MARKET SURVEY NOTICE n. 2

ITALIAN TRADE AGENCY IN TEL AVIV: SELECTION OF A PRODUCTION AND EVENT PLANNING AGENCY BASED IN ISRAEL TO ORGANIZE AN ITALIAN FOOD AND WINE TASTING IN TEL AVIV, IN JUNE 2023

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 ITA's Office in Tel Aviv is starting a procedure of direct assignment¹ with a professional figure/company, in this case an Israeli business event planner with an experience of at least five years in the food and consumer goods field, to organize a business event that showcases Italian food, wine and beverages, with the participation of 20-30 companies composed of Israeli importers and Italian manufacturers and will include business meetings and cooking shows. Each Israeli importer and Italian manufacturer will be provided with a table and three chairs, a space where to showcase their products. Each table will have the same setting and dimension, with a white tablecloth and sign, with the company name and the ITA logo. The setup of the food companies' table will have environmentally friendly disposal (plates, forks and knives), while the setup of the wine companies will have glasses and wine spittoon.

Both of them will have one bread basket and paper napkins.

In the room will be also one table with Italian mineral water + glasses and one with crudite.

The event is programmed for the month of June and therefore the work will start immediately after the selection of the company and the contract signature.

The qualified specialist/company – selected based on this market survey notice - will be responsible of the following aspects:

¹ 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).

- Finding a venue in Tel Aviv suited for 20-30 companies to exhibit their products, have B2B meetings and have all needed facilities for cooking shows for approximately 200 commercial Israeli guests;
- Make sure that the place has all the permits, insurance and capability to host an event of this kind;
- Hiring personnel for the setup of the room, clearing and for cooking/baking show (pasta and pizza).
- Be in charge of the graphic design (taking into account ITA's guidelines) and the set up of the tables' companies;
- Rental of all the necessary equipment and furniture needed for the event;
- Be in charge of all organizational aspects such as permits for all electricity needed;
- Be responsible in constant contact with the venue for all the practical aspects of the event;
- Be in constant contact with our office in order to make sure that everything is in accordance with our guidelines and concept;
- All contracts and payments, will be made by the event planner/production company;
- Assuming professional responsibility.

PROFESSIONAL REQUIREMENTS

Mandatory requirements:

- **EVENT PLANNER/PRODUCTION COMPANY**
- Over 5 years of experience in business events in the food and consumer goods field
- Demonstrable experience in this field (detail of recent business events and clients)
- Proficiency in English.
- Professional insurance

PRICE OFFER

The expected level of spending to execute this project including the payment for the venue is 83.000 NISH including VAT (equal to approximately Euro 22.000).

AWARD CRITERION

The offers will be evaluated by the criterion of the possession of the Mandatory requirements and of the lowest fee or "service charge" requested.

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.

PAYMENTS AND PENALTIES

The payment for the production services will be made by our agency the day after the conclusion of the event upon presentation of an invoice and after receiving a written declaration by the venue's representative, that no damage was done to the structure. The Italian Trade Agency will pay 20% of the total sum (including VAT) in advance upon presentation of an invoice in order to be enable the production manager to make needed advanced payments)

The invoices should be addressed to:

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

Please note that penalties will be applied in case the contract with ITA is 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.

Aggiungere quanto previsto nel nostro sito per l'iscrizione all'albo:

Each Israeli economic operator willing to participate and bid to tenders issued by the Italian trade Agency – Tel Aviv Branch must follow the requirements included in the present Guidelines.

1. Parties concerned.

Economic operators admitted in participating in the procedures to bid to tenders are those established in accordance with the Israeli Legislation in force in Israel. They can be:

- company (hevra);
- group of companies (kvuza shel havarot);
- individual entrepreneurs (ossek murshe/ ossek zahir);
- corporations (konzern/ taagid).

All of them must comply to rules stated in clause n. 2 (Requirements).

2. Requirements.

Each economic operator willing to participate in the Italian Trade Agency – Tel Aviv Branch tenders must:

- be registered under the Israeli Law as a juridical subject among those stated in clause 1;
- have a fiscal position;
- not ever be declared bankrupted;
- comply to social and labour national collective agreements.

HOW TO APPLY

This notice will be published on the website of this contracting Agency for a period of 7 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

no later than 00.00 p.m. of the 21st of April 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 company/business registration with VAT number;
- a copy of valid professional insurance
- a list of recent business events and clients
- a declaration duly signed and stamped about Rules of Conduct, Antipantouflage, Regulation and Integrity Pact (see form attached).

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 - T (+972) 3 6918130

BEST OFFER

(To be returned via email to telaviv@ice.it by 00.00 pm of the 21st of April 2023)

The undersigned _____
Born in _____
Resident in _____ postal code _____
Address _____

Owner or Legal representative of the company (if this is the case)

Legally established in _____ postal code _____

VAT number _____

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

Economic Offer

Enter your bid in the box below:

| |
|--|
| The offered bid price cost all inclusive |
| In number: _____ |
| Printed: _____ |

Please note: We will be making our selection based on the greatest discount offered. Only bids that discount off the max. a ceiling of Shekel 65,000.00 including VAT 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.

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.



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As requested, I attach to this offer:

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

I understand that if my bid is successful, in addition I will be required to sign a declaration about Rules of Conduct, Antipantouflage, Regulation and Integrity Pact (see form attached) and to submit:

- a copy of Certificate/Diploma/Document confirming the qualification;
- a copy of Israeli citizenship or valid work permit for Israel;
- a proof of the English proficiency level, based on the CEFR scale;
- a proof of the additional qualifications described in the Preferential requirements.

Place and date _____

Signature and company stamp _____



INTEGRITY PACT

Concerning the tender for
between the Italian Trade Agency (hereinafter "ITA") 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 ITA 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, 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 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 if 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 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 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)





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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 Italian Trade Agency (ITA) 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 - 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, ITA 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 ITA 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 ITA website 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.

Place and date

For the company:

(The Legal Representative)

(Legible signature)

