



ITALIAN TRADE AGENCY

Ufficio di New York

New York, 12/29/2022

RUP: Antonino Laspina

CIG: 956892705E

CO.GE: 652502004

COAN: U209C089B1/ U219C083K1/ U229C048C1

CdC: 3CB1

INVITATION FOR BID ("IFB")

CONTRACT FOR THE "SERVICES OF A HEAD-HUNTING AGENCY IN ORDER TO SEARCH AND SELECT TWO (2) FOREIGN DIRECT INVESTMENT SPECIALISTS"

FOR THE ITALIAN TRADE AGENCY ("ITA") - NEW YORK OFFICE

1. **BACKGROUND**

ITA - Italian Trade Agency is a Governmental agency of the Italian Republic 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 network 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>.

This invitation for bid is published on ITA New York website also to increase the number of potential service provider bidders in ITA's Vendor Registration Portal. For more information, please consult <https://www.ice.it/en/markets/usa/new-york/vendor-registration-portal>

2. **AWARDING ENTITY**

The Italian Trade Agency ("ITA") –New York Office,

33 East 67th Street, New York, NY 10065

Website: <https://www.ice.it/en/markets/usa/new-york>

Mr. Antonino Laspina, Trade Commissioner of The Italian Trade Agency New York Office

E-mail: 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 Antonino Laspina, the ITA New York Trade Commissioner.

If you have any questions regarding this tender, please send a message to the following email: newyork@ice.it.



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3. SERVICES REQUESTED

ITA – New York Office (hereinafter “ITA”) pursuant to art. 7 co. 2, lett. b) of DM 192/2017, invites **Head Hunting Agencies** (hereinafter “The Agency”) to submit a bid for the following services:

Search for a two (2) Foreign Direct investment (FDI) Specialists (“job position”; “candidates”, “specialists”; “FDI specialists”):

1. One (1) Foreign Direct Investment Specialist for the FDI Desk in San Francisco, California.
2. One (1) Foreign Direct Investment Specialist for the FDI Desk in New York, NY.

The Agency must provide a shortlist of potential candidates. The Agency must ensure that both FDI specialist’s major function will be to support US direct investment in Italy, as well as to strengthen awareness of Italian business and regulatory environment in the US.

The ideal candidates shall have a proven background in the corporate hi-tech environment, with a specific focus on tech, fintech, life sciences, ICT, investment, and finance sectors. Preference will be given to candidates with proven experience gained both in the USA and in Italy. The ideal candidates must also have a proven understanding of global FDIs, as well as of the US economic and industrial framework.

The Agency agrees that ITA will select candidates from a restricted list (“shortlist”) and the final candidates shall be hired as independent contractors. The terms and conditions of the service agreement between the candidates presented by the Agency and ITA shall be independently negotiated.

The Agency agrees that ITA reserves the autonomous and non-objectionable right to reject any shortlist that ITA may consider not satisfactory under its sole judgement.

Job position and job description

Requirements of the Head-Hunting Agency:

The ITA NY seeks to engage a head hunting agency with the following requirements and credentials:

- (1) A demonstrated track record of recruitment and selection of personnel in the Finance, Investment Banking or Foreign Direct Investment Attraction sectors. The quality and quantity of the selection and recruitment will be a key component of the bidding selection.
- (2) Recruiting and selection experience in California will be considered a plus.
- (3) Possession of the necessary qualifications and or license (if any), in compliance with local laws (in particular of New York and California).
- (4) Authorization to conduct business in the in the State of New York and in the State of California.
- (5) Good standing with the state and local authorities to conduct business in the State of NY and CA;
- (6) It shall meet the “**General requirements**” pursuant to art. 9 paragraphs 1 and 3 of Ministerial Decree 192/2017 to be rendered through the compilation of Part III, Sections A, B, C and D, of the *Requirements for procurement procedures under the European Union threshold, (Annex 3)*
- (7) Business and WC insurance coverage.

ITA reserves the right to unilaterally withdraw this bid if any bidding Agency fails to maintain the above mentioned requirements for the entire duration of the bid.

The Agency shall insure that the ideal candidates presented and to be selected from the shortlist shall:

- Manage the full cycle of the investment attraction: from potential lead screening, through initial qualification and connection to implementation.
- Enhance and develop a full range of relationships with local entrepreneurs, key corporate officers, highly qualified professionals specialized in FDI strategies, and any other influential figure capable of generating prospects and leads.
- Work closely with the ITA office in New York under the supervision of the Head of FDI, startup and Information Division and the Trade Commissioner, and ITA FDI Office in Rome headquarters. The candidates shall cooperate with local authorities and businesses in order to identify potential investment opportunities and investors in the following investment sectors: greenfield, brownfield/expansion in Italy of already existing investments, mergers & acquisitions.
- Support the ITA FDI division in providing services to Italian companies related to the investor research and similar activities according to ITA's catalogue of services.
- Periodically report to the ITA Office in New York on the lead generation and prospect outreach activity.
- Communicate the mission and vision of the ITA Agency to local investors.
- Cultivate constant updates on Italian policies, procedures, and programs addressed to foreign investors.
- Support potential investors with qualified information and assist them, in coordination with ITA FDI Offices at the ITA Rome Headquarters
- Monitor investors' activities in Italy and maintain relationships.
- Candidates are expected to use all software designated by the ITA FDI Office in Rome and adhere closely to all current ITA FDI procedures and regulations, as mandated by the FDI Office in Rome and ITC NY.

Responsibilities for the San Francisco FDI Specialist

For the specialist located in San Francisco, the Agency shall also ensure that the candidates to be selected shall:

- Support all activities, leads, and deals with involving the investors portfolio as part of the San Francisco FDI Desk and ensure aftercare assistance of the ongoing operations.
- Carry out a detailed analysis of potential investors present in the USA on the basis of guidelines provided by the Italian "Cabina di Regia per l'Internazionalizzazione".
- Promote the offer portfolio prepared by the FDI Office at ITA HQ in Rome and its partners, according to the requirements of interested investors.
- Organize preliminary classification meetings, seminars, and networking events with target investors intended to present the regulatory and institutional framework put in place by the Italian Government to support Foreign Direct investment Attraction in Italy, the new

governance on Foreign Direct Investments , specific proposals in sectors of interest, and other issues.

- Provide first level assistance to investors in coordination with the local ITA Office, the FDI Office at ITA HQ in Rome and support the investor in every phase of the investment life cycle. To achieve these goals, the FDI Desk will be able to rely on the support of Invitalia for the activities under its responsibility.
- Inform the FDI Office at ITA HQ with weekly video calls and quarterly reports on the FDI Desk's activities, and a final report at the end of the contract.
- Inform the FDI Office at ITA HQ of any news about significant opportunities and/ or events for US based investors.
- Operate in coordination with ITA FDI Desk network and Italian Diplomatic Offices.
- Support ITA Offices in Rome HQ, ITA New York and ITA Los Angeles by dispensing consulting services for Italian investments in the USA.
- Support ITA offices in Rome HQ, ITA New York, and ITA Los Angeles in organizing promotional events aimed at attracting foreign Direct investments.

For the San Francisco FDI position, the Agency must select among candidates who shall adopt the following additional duties and responsibilities:

- The ideal candidate must have proven experience in FDI.
- The ideal candidate must be physically located in the City of San Francisco, CA.
- The San Francisco FDI specialist area of service influence shall be comprised of the Western US region.
- The ideal candidate shall be also charged with promotion of the Pilot Project of Investment Attraction in the framework of the Italian National Plan for Recovery and Resilience (**"Pilot Project"**).
- The San Francisco FDI Specialist, in addition to other duties, shall participate in trialing a novel work methodology intended to search and scout for new investors. This will also include mapping a number of large potential investors active in the focus sectors outlined by the Italian National Recovery and Resilience Plan (PNRR).
- The San Francisco FDI Specialist shall coordinate with the New York FDI Division (**"NY FDI Division"**) and the ITA office in New York (**"ITA NY"**) which oversees all FDI activity in the US.
- The FDI Specialist shall also coordinate with the FDI Office in ITA Headquarters in Rome, Italy.
- For the rendition of the Services, the FDI Specialist will ensure his/her physical presence at the Italian Innovation Center (**"INNOV.IT"**) located at 710 Sansome Street, San Francisco, California, USA when requested by ITA NY or when required by the events hosted by the ITA at the Innovation Center.
- The FDI Specialist may be required to domestic or international travel.

For the New York FDI position, the Agency must select among candidates who shall adopt the following additional duties and responsibilities:

- The ideal candidate must have matured proven experience in FDI



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- The ideal candidate must provide the Service from the City of New York, NY.
- The New York FDI specialist area of service influence shall be the Eastern US region.
- The New York FDI Specialist shall coordinate with the New York FDI Division (“**NY FDI Division**”) and the ITA office in New York (“**ITA NY**”) which oversees all FDI activity in the US.
- The New York FDI Specialist will also coordinate with the FDI office in ITA Headquarters in Rome, Italy.
- The FDI Specialist will ensure his/her physical presence at ITA New York office when requested by ITA NY.
- The FDI Specialist may be required to domestic and international travel.

Credentials that both candidates must possess

The Agency shall be responsible of searching for and presenting to ITA a shortlist (“shortlist”) of candidates who exclusively possess the credentials described below. (This provision is material to the bid and a non-performing Agency shall be considered in breach):

- Bachelor’s Degree and/or MBA or PhD in Economics and/or Finance.
- US citizen or permanent residency in the US (green card holder);
- Not less than 10 years of working experience in the following industries: hi-tech; finance; investment banking; and/or foreign direct investment;
- Proven knowledge and understanding of the US and Italian industrial framework;
- Outstanding communication skills, meticulous work ethic with attention to details;
- Proficiency in English and Italian.

International travel may be required.

Specialists’ compensation.

Compensation for the San Francisco FDI Specialist is set at **\$190.000,00 yearly (on a 12-month period)**. The candidate shall be solely and fully responsible for all taxes under US laws, both at federal level and state level. ITA may assign a bonus Fee up to a maximum of \$ 67,000 will be awarded at sole discretion of the Italian Trade Agency New York and depending on specific key performance goals set in the agreement.

Compensation for the New York FDI Specialist is set at **\$171.360,00 yearly (on a 12-month period)**. The candidate shall be solely responsible for all taxes under US laws, both at federal level and state level. A Bonus Fee up to a maximum of \$ 60,000 may be awarded at sole discretion of the Italian Trade Agency New York and depending on specific key performance goals set in the agreement.

The Agency shall preliminarily inform all candidates in the shortlist that:



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The FDI Specialists will also comply with all rules, regulations, policies, and work practices followed by ITA New York and the FDI cell at ITA Head Office in Rome, Italy. The FDI Specialist will also use all software packages mandated by the FDI office at ITA Head Office in Rome, Italy.

ITA will provide the FDI specialists with access to certain premises, materials, information, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in this document, the FDI specialist shall furnish, at their own expense, the materials, equipment, and other resources necessary to perform the Services as explained hereinafter.

The FDI Specialists shall comply with all third-party access rules and procedures communicated in writing by ITA, including those related to safety, security, and confidentiality. The FDI Specialist shall comply with all ITA NDA and confidential information rules and regulations.

All work products, including but not limited to investors name and contact info deriving from the FDI Specialist's activities shall remain exclusive property of ITA New York. The FDI Specialist shall render detailed reports on his activities to ITA NY.

There is a 3 -month introductory period. The selected candidates must complete their job duties within 18 month after engagement.

4. BUDGET

The budget that ITA offers for the present bid to the winning Agency is up to a maximum of **\$150,000 USD (equal to Euro 141,070.25 based on the December 22nd exchange rate USD 1,0633 = Euro 1 by the Bank of Italy)** allocated for this project.

This budget is all inclusive of, among the various, expenses, costs, agency fees, travel costs, and any other professional fees.

5.TENDER DOCUMENTS

The tender documentation includes:

1. Invitation Letter
2. Annex 1 - Acceptance of tender requirements
3. Annex 2 - Economic Offer
4. Annex 3 - *Requirements for procurement procedures under the European Union threshold*

6. ECONOMIC OFFER

To present the Economic Offer, please:

- *read carefully this IFB;*
- Quote the discount rate

7. REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS AND DEADLINE

According to Italian law and **under penalty of exclusion:**

1. **The Main Envelope** shall clearly contain **TWO internal separate ENVELOPES**, both closed and sealed, respectively:

“A – Administrative Documentation”

“B – Economic Offer”

Failure to seal envelopes "A" and "B" inserted in the envelope, as well as their lack of integrity such as to compromise confidentiality, are causes of **exclusion from the tender.**

A. ENVELOPE "A" marked ADMINISTRATIVE DOCUMENTATION + NAME of the COMPANY and OBJECT OF THE TENDER

In this Envelope the bidder, **under penalty of exclusion,** must submit the following documents signed by its director or management member:

1. **Annex 1** – Acceptance of tender requirements, **duly signed for acceptance.**
2. **Annex 3** - *Requirements for procurement procedures under the European Union threshold*, **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).**

B. ENVELOPE "B" marked ECONOMIC OFFER + NAME of the COMPANY

This envelope **must contain only the “Economic Offer”** for the requested service, to be completed in accordance with the attached **Annex 2**. **It shall be expressed clearly in numbers and letters and, under penalty of exclusion, must be dated and signed by the director or managing member of the bidder.**

The price offer the service must be indicated **ONLY in the Economic Offer Form (Annex 2)**

The offer must be valid for 180 days from its submission.

The **Main Envelope** containing all the part of the offer, must be sealed and send, **only by express courier (not hand delivery)**, to the ITA New York office, at the following address: **Italian Trade Agency, New York Office, 33 East 67th Street, New York, NY 10065**



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The Main Envelope must be received by the Italian Trade Agency, New York Office, **within 16:00 PM (EST) of January 16th, 2023**, exclusively at the address indicated above.

The timely delivery of the envelope is at the sole risk of the senders, and ITA assumes no responsibility if they are not received by the deadline or are not intact. No compensation or reimbursement of expenses is due to the economic operators for the presentation of the offer.

It should be noted that "sealing" is to be understood as an airtight seal bearing any sign or imprint, affixed to plastic material such as a glued strip or sealing wax, such as to seal the envelope and envelopes, attest to the authenticity of the original seal coming from the sender, and guarantee the integrity and non-tampering of the envelope and envelopes.

4. **All parts of the offer** must be submitted in **one single closed and sealed envelope ("MAIN ENVELOPE")**, that must bear, outside, the complete information relating to the competing economic operator (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).

5. **The Main Envelope** must also indicate on the outer surface:
"CONFIDENTIAL - DO NOT OPEN - Bid Documents: Selection of a Head-Hunting Agency for the search for two (2) Foreign Direct Investment Specialists CIG: 956892705E"

No offers shall be accepted and therefore will be excluded from the tender process if:

- they are received after the deadline or have been presented in a form other than that indicated above.
- they are conditional or do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost;
- they are incomplete, even if mailed within the stated deadline. An offer is deemed to be incomplete if a bidder does not accept all the terms of this IFB.
- there are multiple offers. Each bidder must participate by submitting a single bid.

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

ITA has the authority to award the contract even if only one bid has been submitted, provided it be deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if it finds that the bids received do not comply with the technical and financial contents set forth herein.

In the event of a tie, the companies with identical scores will be called for a draw in public session.

No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

8. RETAINAGE

As required by Italian Law (D.Lgs. 50/2016, commonly referred to as “Codice Appalti”), 10% of the Budget shall be paid only after 30 days the successful completion of all candidate interviews and final engagement by ITA of the two specialists selected from the accepted shortlist.

9. CURING PROCEDURE

Incorrect, incomplete, or irregular contents in envelope "A" Administrative Documentation” will be ascertained and notified to the offering company. Pursuant to Art. 83, Par. 9 of Legislative Decree no. 50/2016, the offering company with an incomplete application, will be given an opportunity to cure.

Only the shortcomings of any formal element of the “Administrative Documentation” containing in the envelope “A”, in particular, the lack, incompleteness and any other essential irregularity of the elements and of the DGUE, with the exclusion of those relating to the economic offer, can be cured by a preliminary investigation procedure pursuant to art. 83, paragraph 9 of the Legislative Decree no. 50/2016.

For the purposes of the curing, ITA may assign to the tenderer a reasonable period - not exceeding ten (10) days - for the necessary statements to be made, integrated, or regularized, indicating the content and the subjects who must make them.

If the tenderer produces statements or documents that are not perfectly consistent with the request, the contracting authority can request further clarifications or clarifications, setting a peremptory term under penalty of exclusion.

In case of unnecessary elapsing of the deadline, ITA will exclude the tenderer from the bid.

The essential irregularities that cannot be remedied are those inadequacies in the documentation that do not permit identification of the content or the person responsible for it.

10. NO SUBCONTRACTS OR TRANSFER OF SERVICES

Every bidding Agency shall not bid and/or perform through intermediaries and/or subcontracts.

11. CRITERIA FOR THE AWARDING OF THE TENDER AND ANOMALY OF THE OFFER

According to art. 11 of the above DM 192/2017, **the service will be awarded to the Agency presenting the lowest bid.**

The contracting Authority, before preparing the award, will assess the fairness of the offers pursuant to the provisions of art. 13 c. 1 lett. b) of DM 192/2017. This is without prejudice to the right of the contracting station to verify the fairness of any other offer that, based on specific elements, appears abnormally low pursuant to art. 13 c. 2 of DM 192/17.

12. EVALUATION PROCESS

The bid documents will be opened and examined in a **Public Session on January 17th, 2023 at 11:00 AM via a Google Meet video meeting or in presence at ITA OFFICE** at which time we will determine the acceptability of the bidding packages received as well as of the administrative documents enclosed in the Envelope A.



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The link and more details will be communicated, via email to the email address provided for communications. If everything will be in order ITA's authorized officer will proceed to open, in **Public Session**, the Economic Offer enclosed in the Envelope B.

Should the awarded Agency fail to stipulate the contract or launch the contract within the established terms, the award will be revoked, and the contract awarded to the next economic operator in the ranking list.

The awarded Agency shall have the task of providing the Services described in this IFB.

13. CONTRACT EXECUTION

The awarded Agency shall have the task of providing the Services described in this "IFB".

ITA and the Awarded Agency shall enter into a Contract based on the bid value offered by the awarded Agency.

14. AGENCY'S OBLIGATIONS

The Agency is required to carry out the service with the maximum care and diligence, in accordance with the provisions of these provisions and in accordance with the procedures described below. The contracted Agency shall undertake to:

- Submit a shortlist of no less than three and up to five candidates for the San Francisco FDI desk within two weeks of the contract being awarded.
- Submit a shortlist of no less than three and up to five candidates for the New York FDI desk within two weeks of the contract being awarded.
- The Two shortlists must be submitted to ITA NY on a date to be determined before the signing of the contract, but preferably by January 31st, 2023. The effective date is to be negotiated by the ITA and the Agency.

The ITA will select and name the winning candidates discretionally. The candidates must be informed by the Agency that in order to complete checks by ITA HQ in Rome, the winning candidate will be informed by the ITA only after approximately two months from the completion date of the selection procedure. The Agency must also inform the candidates that as required by Italian Law, full background checks will be undertaken.

The winning bidding Agency agrees to undergo a full background check.

15. ITA'S OBLIGATIONS

ITA undertakes to pay the Agency on completion of the search process within thirty days of receipt of the invoice and satisfaction of all conditions in this bid and in the agreement the winning agency shall execute.

16. PAYMENT TERMS

Advance payments are not allowed. Payment will be made after the Service are rendered.



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Payments will be made by ITA in USD within 30 days of receipt of an invoice made out to: ITA - Italian Trade Agency — New York Office 33 East 67th Street, New York NY, issued by the awarded 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.

In this regard, we inform you that this tender is identified by the C.I.G. code indicated in the object that must be reported in the reason for payment.

17. PAYMENT OF THE CONTRIBUTION TO ANAC

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

18. RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY

In the execution of the contract, the awarded Agency undertakes to fully respect the Code of Conduct adopted by ITA with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Director by resolution no. 547/21 on 02/23/2021.

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".

Any material breach of the code of conduct, may lead ITA to terminate the awarding contract.

By signing this bid you agree to the terms outlined in this document and, to the best of your knowledge, affirm that you have not retained or engaged 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.

19. ENGAGEMENT

The winning Agency agrees that it shall enter into an agreement with ITA which terms and conditions may be disclosed in advance upon request. The winning Agency agrees that shall also abide by the terms of this IFB.

20. GOVERNING LAW - EXCLUSIVE MEDIATION AND ARBITRATION

The present bid/agreement is governed by the laws of the State of New York without reference to its conflict laws.

In the event of any dispute arising out of or in connection with this Bid/Agreement, the parties shall first refer the dispute to mediation under the American Arbitration Association (AAA) 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



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thereafter be finally settled under the Rules of Arbitration of the AAA. At that point, all or remaining disputes between the Parties related to the interpretation or the performance of this Agreement shall be exclusively and finally settled under the Rules of Arbitration of the AAA 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.

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 Agreement, 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 reasonable attorneys' fees and expenses and court costs. This provision is a material term to this Agreement.

21. PRIVACY

The awarded Agency 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 **Mr. Antonino Laspina — The 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.

22. WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/>; it is possible to report in complete confidentiality any "unlawful conduct" found within the contractual relationship, pursuant to Article 54-bis, paragraph 2 of Legislative Decree 165/2001 (as amended by Law no. 179/2017).



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RIGHT TO WITHDRAWAL

ITA reserves the right to withdraw this bid at any point in time for any reason or for no reason.

If you have any questions regarding this tender, please contact: Claudio Bertinetto – Head of Division - Information, Investments and Startup - Italian Trade Agency – New York Office - Email: newyork@ice.it

Cordially.

Antonino Laspina
Trade Commissioner
Italian Trade Agency
