

Tokyo, 17/03/2023
Prot. 0033272/23
CIG 971700455E

**TRADE PROMOTION SECTION OF THE
EMBASSY OF ITALY - FDI DESK**

**INVITATION TO BID (ITB) FOR THE SELECTION OF A COMPANY
TO PROMOTE THE FOREIGN DIRECT INVESTMENT FROM JAPAN TO ITALY**

Please read this ITB carefully and verify its requirements in advance. Incomplete submissions will not be accepted. Once a complete submission (referred to herein as “submissions”) is received, you are deemed to have understood and agreed with the terms and conditions set forth by this ITB. Should you have any questions before submission, feel free to contact the Trade Promotion Section of the Embassy of Italy at the email indicated below.

1. AWARDING ENTITY

The Trade Promotion Section, Embassy of Italy (referred to herein as “ITA Tokyo Office”)- Tokyo - Shin Aoyama West Bldg. 16th Floor, 1-1-1, Minami Aoyama, Minato-ku, Tokyo 107-0062 – Japan – E-mail: tokyo@ice.it – Tel: +81-03-3475-1401 represented by Ms. Erica Di Giovancarlo, Head of the Tokyo Office -

2. BACKGROUND

The Italian Trade Agency (ITA) is the Government entity which promotes the internationalization of Italian companies according to the policies of the Italian Ministry of Foreign Affairs and International Cooperation. ITA provides support to Italian companies for their internationalization activities. ITA is headquartered in Rome and operates through a network of offices worldwide linked to Italian Embassies and Consulates and it works closely with local authorities and business.

Embassy of Italy – Trade Promotion Section イタリア大使館 貿易促進部

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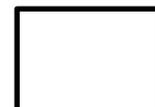
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ITA provides a wide range of services among which:

- Selection of business partners;
- Bilateral trade meetings with Italian companies;
- Trade visits to Italy;
- Participation in local trade and industry fairs;
- Seminars conducted by Italian advisors.

In Japan, ITA Office is in Tokyo.

For more information on the Italian Trade Agency and its presence in Italy and in the world, please visit ITA website www.ice.it (Italian/English).

Through its Foreign Direct Investment Unit, ITA facilitates the establishment and the development of foreign companies in Italy by:

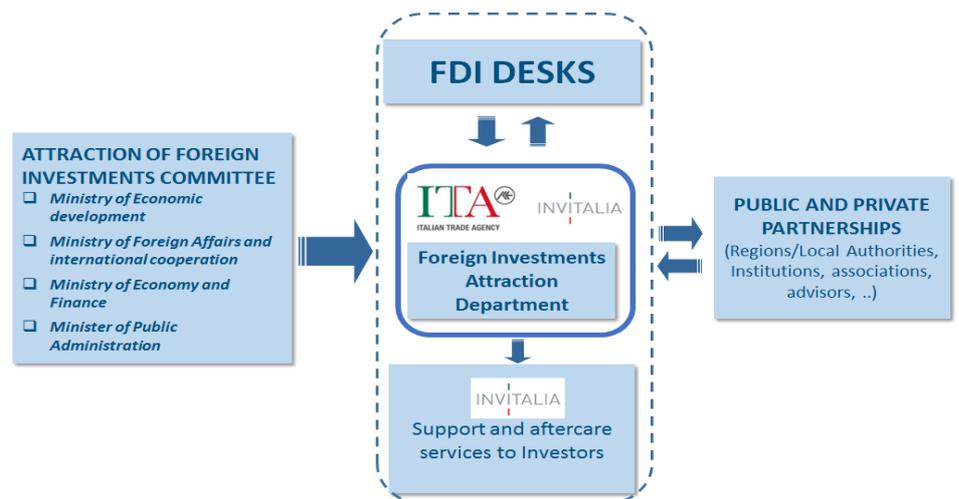
- promoting business opportunities;
- helping foreign investors to establish or expand their operations;
- supporting investors throughout the investment life cycle;
- offering high-level tutoring services for existing strategic investments.

ITA FDI ORGANIZATIONAL STRUCTURE

The FDI Organizational Structure consists of the Foreign Investments Department in Rome and 10 Desks located in strategic markets selected according to inputs from the Board of Directors.

Specifically, the FDI Desks operate in the following cities, which are operated by external consultants:

- LONDON
- BEIJING
- DUBAI
- ISTANBUL
- **TOKYO**
- SAN FRANCISCO
- NEW YORK
- PARIS
- BERLIN
- HONG KONG



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In addition to the FDI Desks there are **14 FDI Units** located in Berne, Bruxelles, Doha, Madrid, Mumbai, New Delhi, Seoul, Stockholm, Sydney, Tel Aviv, Toronto, Vienna and Warsaw, which are operated by internal staff.

The FDI Desk in Tokyo is responsible only for Japan.

3. THE BID: DESCRIPTION OF REQUESTED SERVICES

ITA Tokyo Office is currently looking for a Service Provider for the FDI Desk operating at its Tokyo Office.

Terms of reference will be to promote direct investment from Japan to Italy, as well as to strengthen awareness of Italian business and regulatory environment.

The ideal Service Provider should have an extensive background in:

- i) finance (preferably in investment banking); or
 - ii) management consultancy; or
 - iii) experience with an investment promotion agency;
- and, in all cases, preferably with relevant professional experience both in Japan and Italy.

The ideal service provider should also have a deep understanding of global FDI, as well as of the local economic and industrial frameworks.

4. THE SERVICE PROVIDER

The awarded service provider (the “**Awarded Service Provider**”) will work closely with the Italy-based Foreign Investments Attraction Department under the coordination and supervision of the Director of ITA Office in Tokyo to qualify and progress contacts from “prospects” (“**Prospects**”) to “leads” (“**Leads**”) and finally to “engagements” (“**Engagements**”) in the Italian FDI market. The various services referred to herein that are expected to be performed by the Awarded Service Provider pursuant to this tender are referred to as the “**Services**”.

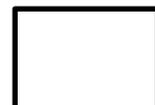
Main activities:

- **Market intelligence activities:** local market analysis with the aim of developing a database of potential investors;
- **Promotion, Marketing and Networking activities:**
 - a) organizing promotional and networking events;
 - b) participating in promotional events, conferences, trade shows, trade fairs, workshops and meetings.

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- **Lead generation, scouting and support for potential investors:** proactively identify investors’ interests, providing information and assistance from primary contacts through the after-care phase.

5. DELIVERABLES

The Awarded Service Provider will be responsible for the following tasks:

- to appoint a well-qualified manager (referred to herein as the “**Appointed FDI Desk Manager**”) who will act as an interface between ITA in Tokyo and its counterparts in Italy;
- to act as a representative of ITA Tokyo Office and actively promote Italy as a prime business and FDI destination among local investors;
- to identify companies in priority sectors and markets through desk research, networking, and attendance at conferences and exhibitions;
- to create and update a database of potential local investors;
- to answer enquiries from potential investors by providing timely advice and effective assistance;
- to develop and update investment notes/studies and information notes, both for local and Italian operators, relating to the investment sector, including any significant opportunities and/or events of particular relevance for local investors in Italy;
- to develop and implement annual business plans to promote FDI from Japan to Italy;
- planning, organizing and managing initiatives (seminars, meetings, webinars, participation in trade fairs and congresses, etc.) - in Japan and/or Italy or wherever required - to promote FDI from Japan to Italy;
- to develop links and networks with business “multiplier” organizations and relevant local authorities;
- to provide support to ITA Tokyo office to assist Italian companies looking for Japanese investors;
- to keep the ITA Tokyo office and the Foreign Investment Attraction Department in Rome updated, using applicable platforms and other IT tools that will be made available for this purpose, with quarterly reports on the activities carried out, and finally, with a final report at the end of the 18 months of the contract;
- to organize and support investment promotion visits in cooperation with ITA FDI department teams or partners;
- to comply with all quality procedures adopted by ITA; and
- to make available its back-office staff to cooperate with the Appointed FDI Desk Manager on an as-needed basis

6. COMPANY PROFILE AND APPOINTED MANAGER REQUIREMENTS

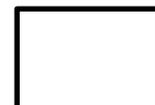
The **candidate company** shall meet the following **requirements**:

- be based and registered in Japan;
- hold extensive experience in finance (preferably in investment banking), or management consultancy, or experience with an investment promotion agency;

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- have an in-depth understanding of the industrial environment in Italy;
- register in ITA Tokyo Supplier's Register and be compliant with the requirements set out in the *Rules and Regulations for Contractors and Suppliers of ITA Tokyo*, published at the following website: <http://www.ice-tokyo.or.jp/new/albofornitori>

The registration to the "ITA Tokyo Office Suppliers' Register" is not a mandatory condition to the submission of the offer, but it must be completed by the awarded bidder before signing the contract.

Each bidder must indicate its **candidate** to be the **Appointed FDI Desk Manager**, who shall possess:

- a relevant degree or equivalent professional experience;
- an extensive career background in investment banking or management consultancy, or in an investment promotion agency, or in similar roles (in the private or public sector) related to strategic and operational support activities for attracting foreign investors – with a strong network in different relevant industries;
- an in-depth understanding of global FDI, as well as of the local economic and financial frameworks;
- deep knowledge of the industrial environment in Italy;
- outstanding communication skills and work ethic, with attention to detail;
- proficiency in English and Japanese. Advanced level in Italian will be a plus;
- good working knowledge of the most relevant databases for professionals in the field (i.e., Pitchbook, Capital IQ, FDI Markets, etc.); and
- no current affiliation, with respect to projects and/or campaigns, with any other EU governmental organizations.

Evidence of the requirements might be requested through certificates issued by accredited organizations, certificates of attendance of training/seminars or different documents/statements, to the extent that they show the aforesaid information.

Please note that the Manager of the FDI Desk must debrief ITA Tokyo Office on their performed activities once a week at ITA Tokyo Office's premises.

ITA Tokyo Office's premises are also available to hold events and meetings upon authorization of the Head of ITA Tokyo Office.

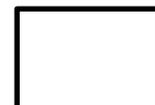
Role Requirements:

- develop and maintain the ongoing database with company contact information as a result of meetings, workshop or other networking activities;
- follow up with potential investors contacted by the FDI Desk in the previous years of activity and continue aftercare services already undertaken;
- organize and manage meetings and networking events with target investors, to whom to introduce the institutional and regulatory framework put in place by the Italian Government in order to support foreign direct investments to Italy, with specific reference to the National Recovery and Resilience Plan (NRRP), the governance on foreign direct investments, the concrete proposals in each sector of interest, etc.;
- provide first level support to investors, in collaboration with ITA Tokyo Office, the Foreign Investments Attraction Office and the Investor Operative Support Office in ITA

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headquarters and support the investor in each phase of the investment lifecycle. For this purpose, pursuant to the agreement signed by ITA and Invitalia on September 29th 2020, the FDI Desk will have the support of Invitalia for all the activities of its competence.

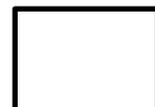
- keep the Foreign Investments Attraction Office updated with weekly video meetings and with quarterly reports on activities carried out and in progress, and with a final report at the end of the contract. The Foreign Investments Attraction Office will then give notice to ITA Directorate General;
- research and collect market information with reference to industry sectors targeted by the "Control Room for Italy";
- assist potential investors, partners and ITA staff on business trips to promote direct investment from the Japanese market to Italy;
- identify and recommend conferences, seminars, exhibitions and speaking engagements for ITA's participation in Japan;
- organize seminars, receptions and other promotional events according to the plan of activities agreed with ITA;
- promote the offer portfolio gathered by ITA Investment Coordination Office in Rome and its partners, according to the needs of potential investors who have expressed interest;
- act in synergy with the network of ITA FDI Desks and Italian diplomatic missions around the world;
- support ITA Tokyo Office in providing the "Foreign Investor Research" service to Italian companies. The service is supplied by ITA, while the FDI Desk only provides support to ITA Tokyo Office in this endeavor;
- support ITA Tokyo Office in providing the "Advanced Consultancy" service to support investment projects from Italy to Japan.
- support ITA Tokyo Office and ITA headquarters in lead generation projects with Italian Regions and other relevant institutions;
- promptly transmit to ITA Investment Coordination Office in Rome all information relating to any significant opportunities and/or events of particular relevance for foreign investors from the Japanese market;
- provide a detailed record of meetings, to be shared periodically with the Investment Coordination Office at ITA in Rome;
- submit a structured quarterly report and evaluation sheet (whose format is to be provided at the start of the contract) to ITA Tokyo Office;
- submit, at completion of the contract, a final report and evaluation sheet to ITA Tokyo Office;
- submit activities update by using ITA CRM system, in everyday work;

The Head of ITA Tokyo Office will authorize, at his/her sole discretion, business missions to Italy, according to ITA employees' travel policy, and local activities, according to current ITA regulations.

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7. DURATION OF THE CONTRACT

The duration of the contract is 18 months, effective tentatively from May 2023. The contract will automatically end on its expiration date, without any notification between the parties. **There will be no tacit renewal of this contract.**

Any extension will be limited to those instances in which additional time is required to identify a new service provider for future contracts, and ITA Tokyo Office, in its sole and absolute discretion, requests the Awarded Service Provider to extend the Contract. In such a case, the Awarded Service Provider will be asked to perform the Services provided for in the Contract, for any such extension period, on terms and conditions no less favorable to ITA than those contained in the Contract. In the event ITA requests such an extension, the Awarded Service Provider may elect to extend or not, in its discretion.

8. ECONOMIC OFFER AND PAYMENT METHODS

The available maximum amount for this ITB is JPY 26,000,000.- tax excluded, of which the 20% (JPY 5,200,000.-) constitutes the Bonus Targets.

The remaining amount of JPY 20,800,000.- tax excluded, constitutes:

- 30% (JPY 6,240,000 tax excluded) a fixed payment that will be paid to the Awarded Service Provider in six installments every three months;
- 70% (JPY 14,560,000.- tax excluded) that will be paid in 6 quarterly installments in proportion to the achievement of the Minimum Targets described in "Key Performance Index" in Article 9. If the targets are not met, the amount will be reduced accordingly.

The economic offer that the bidders shall present for the Contract (the "Price") shall be based on the fixed amount and on the Minimum Targets and thus shall be no more than JPY 20,800,000.- (tax excluded).

The Contract will have a duration of 18 months, or 6 quarters. As a result, if the Awarded Service Provider achieves 1/6 of all the Minimum Targets in each quarter, it will receive a payment for such quarter equal to 1/6 of the 30% of the Price (fixed amount), plus the amount for the quarterly Minimum Targets achieved. The quarterly payment will be adjusted proportionally downward in case the quarterly target is not achieved.

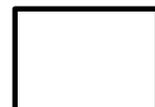
By way of example only, with respect to Database, the target is 200 new contacts over the 6 quarters of the Contract, or 33.3 contacts per quarter, on average. Furthermore, the Database target has a weighting of 10%, or Yen 1,456,000.-, over the entire Contract. Thus, if in the first quarter, a target of 33.3 contacts is achieved, an amount of $1/6 \times 10\% \times \text{Yen } 14,560,000.- = \text{Yen } 242,667.-$ will be paid for that target. The maximum amount that will be paid for any target, over the life of the Contract, will be 100% of the weighted amount. Thus, even if 250 contacts are achieved over the life of the Contract, no more than Yen 1,456,000.- will be paid for that target, cumulatively, over the six quarters of the Contract. If zero contacts are achieved, then no amount will be due for that target for that quarter.

The Price will be paid, following the delivery by the Awarded Service Provider of the relevant quarterly report, after the issue of a Certificate of Regular Execution by ITA Tokyo Office and upon subsequent receipt of a proper invoice.

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The Price is inclusive of any disbursements, including but not limited to taxi and public transportation fees incurred for meetings and activities held in Kanto Area, mobile and international calls, internet access, and business meals.

Should any business trips within Japan (outside Kanto Area) and/or other out-of-pocket expenses be deemed necessary to perform the activities required of the Awarded Service Provider under the Contract, the Head of ITA Tokyo Office will authorize them at their sole discretion, according to ITA employees' travel policy and regulations.

9. KEY PERFORMANCE INDEX

The following are the minimum targets (the “Minimum Targets”) which the Awarded Service Provider shall be obligated to meet during the Contract:

Minimum Targets

Index	Description	Target for 18 months	Quarterly target	Weight %
Database	Based on a screening of potential investors, enter new contacts in the existing Investor Database. The database shall include: company name and address, sector, homepage, contact person, e-mail (telephone number), company dimensions etc., brief description on how the contact was obtained and what was discussed.	200 contacts Of which at least 100 in the NRRP sectors (infrastructure, digital markets, sustainable mobility, healthcare, energy/sustainability, research & education)	33.33	10%
Meetings	Organization of one-to-one meetings (also video meeting and/or telephone calls) with potential investors of renown notoriety and reliability. Priority targets shall be: Great industrial groups and service-oriented companies interested in assessing investments towards foreign countries. Secondary targets shall be: Small and medium enterprises operating in target sectors defined by ITA, financial services companies (investment funds, Private Equity, pension funds, banks)	200	33.33	20%

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Events aimed at attracting FDI	Events autonomously organized by the FDI Desk or participation to events aimed to attract FDIs	12	2	20%
Foreign Investor Research" service support	Support ITA Tokyo Office and ITA HQ in providing help to Italian companies interested in investing to Japan. "Foreign Investor Research" and "Advanced Consultancy" services fall within the competence of ITA Tokyo Office. The FDI Desk shall only provide specialized support.	15	2.5	25%
Lead generation support in collaboration with regional and other competent institutions				
Advanced Consultancy service support				
Engagement	Identifying companies with a specific and proven interest towards investment projects in Italy, profiled through the appropriate form (the so called "Investor Company Profile" and "Lead form", signed by the potential investor and/or validated by an email confirming the form's contents. In case of a "Startup ICP" the investor's signature is mandatory) with whom a dialogue with Invitalia or with other national institutions has been initiated, and/or support for an assessment or an investment has been provided.	20	3.33	25%

In case the targets will not be fully achieved, the amount will be reduced in percentage. Failure by the Awarded Service Provider to reach, within six months of the commencement date of the Contract, at least 30% of each of the Minimum Targets relating to the Database and to Meetings, will entitle ITA to automatically terminate the Contract. In the event ITA elects to terminate the Contract as a result of the Awarded Service Provider's failure to meet at least 30% of each of the Minimum Targets relating to the Database and to Meetings within six months of the commencement date of the Contract,

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ITA will not be liable for any further payments that otherwise may be due and owing under the Contract. By way of example only, if, after the initial six-month period, the Awarded Service Provider fails to meet the Minimum Targets, as described in the preceding paragraph, and ITA elects to terminate the Contract, it will owe the Awarded Service Provider no further payments for the remaining 12-month period.

BONUS TARGETS

In addition to the Price, there is a potential maximum total bonus (“Bonus”) of JPY 5,200,000.- (tax excluded), which will be paid, in percentage terms, if the targets indicated below are reached, according to the final report received at the end of the Contract.

The Bonus amount is payable within 30 days following the acceptance by ITA, in its sole and absolute discretion, of the final report, after a close evaluation of the outputs and targets that have been achieved according to the targets above and after the issue of a Certificate of Regular Execution by ITA Tokyo Office and upon subsequent receipt of a proper invoice.

The maximum bonus that may be paid for Engagements will be JPY 1,560,000.- and the maximum bonus for the other targets will be JPY 3,640,000.-, for a combined maximum of Yen 5,200,000.- (tax excluded).

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Bonus Targets

Index	Description	Target	Weight %
Engagement > € 5 Mln	Identifying companies with a specific and proven interest towards investment projects in Italy, profiled through the appropriate form with whom a dialogue with Invitalia of with other national institutions has been initiated, and/or support for an assessment or an investment has been provided.	Max 5	Each engagement 6%
Small projects	Completion* of an investment based on the above leads of at least € 1 mil.-	-	Each contract 7%
Medium-sized projects	Completion* of an investment based on the above leads of at least € 5 mil.	-	Each contract 12,5%
Big projects	Completion* of an investment based on the above leads of at least € 10 mil.	-	Each contract 20%
	Completion* of an investment based on the above leads of at least € 50 mil.	-	Each contract 25%

30%

100%

70%

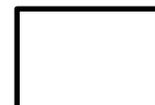
*The investment is considered started by a conclusive act (company establishment, laying the cornerstone, acquisition) or by statement by the interested party.

* All measurement of client interaction and in-country contacts generated on behalf of ITA must be accurately entered into any other database(s) designated by ITA, within five business days of client interaction. The Awarded Company's performance is measured on the information that is recorded in this database. If not recorded correctly in the database, the entry is not considered as a reached target.

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10. SUBMISSION DEADLINE & REQUIREMENTS

According to the Italian law and under penalty of exclusion, all parts of the proposal shall be submitted in one single closed and sealed envelope, signed on the flap closure, indicating on the outer surface:

CONFIDENTIAL – DO NOT OPEN: BID DOCUMENTS – “FDI DESK” CIG: 971700455E

The envelope shall clearly indicate the complete name of the sender and the complete address (telephone and email) where all subsequent notices shall be sent.

The envelope containing the offers must be received by ITA Tokyo Office, under penalty of exclusion from the tender, **no later than April 28th, 2023, at 12:00pm.**

The offer must be mailed by express courier to the following address: Italian Trade Agency (ITA) - Trade Promotion Section, Embassy of Italy - Shin Aoyama West Bldg. 16th Floor, 1-1-1, Minami Aoyama, Minato-ku, Tokyo 107-0062 – Japan

Bids may be delivered by hand on weekdays at the following times: Monday through Friday 10:00am-12:00pm and 2:00pm– 5:00pm.

The envelopes will be registered with date, delivery time and protocol number. Delivery of the envelope is at the sender's sole risk in case the envelope is received after the deadline for any reason whatsoever. No bid shall be accepted after the deadline. Incomplete bids, even if mailed within the stated deadline, shall be excluded. An offer is deemed to be incomplete if a bidder does not accept all the terms set forth by this ITB.

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

The envelope, under penalty of exclusion, must contain **three closed and sealed envelopes** signed on the flap closures by the legal representative of the bidding company, stamped with the company seal (社判), bearing the sender's address and, respectively, the captions:

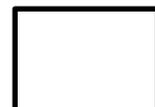
- **A – Administrative Documentation**
- **B – Technical Offer**
- **C –Economic Offer**

Failure to seal the envelopes “A”, “B” and “C” on the inside of the parcel as well as the non-integrity of the envelopes such as to compromise their secrecy, are grounds for exclusion from the procedure.

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ENVELOPE “A”: [indicate NAME of the COMPANY] "Documentation"

In this envelope the bidder must submit the following documents signed by its legal representative, stamped with the company seal (社判) and dated on each page:

1. This ITB signed on each page and duly signed for acceptance.
2. A copy of ID (ID or Passport) of the legal representative.
3. Attachment no. 1 “Letter of intent”
4. A document attesting financial capability (e.g., consolidated financial statements) of the last 3 years, consistent with the services requested by this bid. For enterprises that have been in business for less than three years, the financial statements shall concern the period for which the enterprise has been operational.
5. Documents requested for the ITA Tokyo Supplier list application:
 - Valid Business License/Business Registration Certificate (mandatory)
 - Other relevant professional certificates, specific licenses, permissions, authorizations, consents and permits needed to provide the services requested.
6. Attachment no. 2 “Allegato C”.
7. Attachment no. 3 “Allegato D”.
8. Attachment no. 4 (ITA Tokyo Office Personal Data Protection Notice).

In this envelope no economic information must be mentioned.

All the above listed documents must be signed by the legal representative of the bidding company, stamped with the company seal (社判) and dated on each page, as an acceptance of the terms contained therein, and returned to ITA Tokyo Office.

Incorrect, incomplete, or irregular contents in envelope (“A” for documentation) can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 50/2016, as described in Article 12 of this ITB.

ENVELOPE “B”: [indicate NAME of the COMPANY] "Technical Offer"

Envelope “B - Technical Offer” shall contain, under penalty of exclusion, the following documents with reference to the evaluation criteria and sub-criteria set out in Article 11, letter A): a technical report of the services offered.

The technical report must contain a technical and organizational proposal explaining – in a thorough and detailed manner and in accordance with the requirements set forth in this ITB - the activities to be implemented and the method intended to be adopted for performance of the services.

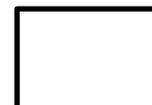
In particular, the following elements must be explained, keeping in mind the Key Performance Index referred to in the above Article 9:

1. A report (max 10 pages) regarding:
 - a. The service provider’s overall experience in similar projects (profile and case histories) in the past and over the last three years and results achieved; and
 - b. The service provider’s knowledge regarding the industrial and commercial environment both in Italy and Japan.

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2. description of methodologies and techniques for the generation of leads and related sources of information regarding potential investors;
3. description of the organization of the activities and forms of action proposed for the purpose of the attraction and retention of potential investors;
4. action plan related to Japan direct investments in Italy which must at a minimum provide for the following steps:
 - a. analysis of the scenario with reference to the general context (geographic, political, territorial context);
 - b. defining missions, identification of targets, strategic approach, choice of instruments;
 - c. indications of the method for creating and developing contacts;
 - d. description of the proposed work phases; and
 - e. description of the proposed monitoring and reporting system finalized both to monitor the main aspects of the project and to provide guidance on actions to be taken to solve the critical points.

B): The descriptive report must contain a proposal explaining the composition and skills of the working group which must explicitly contain:

- a description of the organizational structure intended to be adopted, with an indication of roles and the specification of the tasks to be assigned, including coordination tasks, operational tasks, etc.
- a description of the working group to be employed in the provision of the Services in accordance with the skills possessed, professional qualifications, previous experiences, focusing in particular on the methodology and/or operational experiences other than the minimum requirements set forth;
- a signed declaration by the person to be appointed as the Appointed FDI Desk Manager regarding his/her spoken language(s) ability and certificates if available;
- a signed declaration by the person to be appointed as the Appointed FDI Desk Manager that he/she is not affiliated with any projects or campaigns with other EU governmental organizations; and
- a description of the experience of the person to be appointed as the Appointed FDI Desk Manager, as per the requirements mentioned in Article 6. In particular, his/her network, and his/her knowledge of national strategic sectors, both private and public, and knowledge of the Japanese market, will be assessed, as well as his/her knowledge of the industrial and commercial environment in Italy.

All the above listed documents must be signed by the legal representative of the bidding company, stamped with the company seal (社判) and dated on each page.

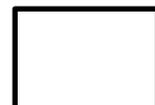
ENVELOPE “C”: [indicate NAME of the COMPANY] "Economic Offer"

Envelope C must contain only Attachment no. 5 “Economic Offer”, reporting the fee proposal within the cap amount of JPY 20,800,000.- (twenty million eight hundred thousand yen), tax excluded. It shall be clearly stated in numbers and letters and signed by the legal representative of the bidding company, or, in the case of a group of companies, by the legal representatives of each company in the group.

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The Economic Offer must also be stamped with the company seal (社判) and dated.

Multiple and/or conditional offers will not be considered. Economic offers which exceed the auction base amount will not be eligible.

Failure to include all the items requested by this ITB will void the bid.

Please indicate Price Information ONLY in your ECONOMIC OFFER, NOT in the ADMINISTRATIVE DOCUMENTS as THAT WILL RENDER YOUR PROPOSAL UNACCEPTABLE AND THE BIDDER WILL BE EXCLUDED FROM THE PROCEDURE.

Please fill out the Economic Offer using the form provided - Attachment 5

IMPORTANT NOTICE

ITA Tokyo Office maintains the power to irrevocably withdraw the present invitation to bid and therefore cancel 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 Tokyo Office decides or is forced to withdraw and therefore cancel the awarding procedure.

11. THE EVALUATION PROCESS

According to the Ministerial Decree 192/2017 of the Italian Ministry of Foreign Affairs, the Selection Committee will select the offer obtaining the highest score according to the “most economically advantageous offer” (or “best value”) criterion. This criterion, set forth in article 11 of Ministerial Decree 192/2017, has been chosen due to the very specific characteristics of the offers to be received and the high-quality standards required.

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

A) TECHNICAL OFFER EVALUATION CRITERIA (max 80 points out of 100), according to the following evaluation criteria and parameters:

REQUIREMENTS	ASSOCIATED VALUE
A) FOREIGN DIRECT INVESTMENT ATTRACTION, RETENTION STRATEGY AND ACTION PLAN	46
- Methodology for FDI Lead generation	16
- Retention technique	16
- Outline of an action plan for direct investment in Italy from Japan	14
B) STAFF EXPERIENCE	34

Signature _____

Date _____

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The evaluation of the Technical Offer in the “most economically advantageous offer” (or “best value”) is to be determined by applying the following formula (*Paragraph VI, nr. 1 of the Guidelines ANAC nr. 2/2016*):

$$P_i = \sum_n [W_i * V_{ai}]$$

where:

P_i = score of the i-th bid;

n = total number of requirements

W_i = weight or score attributed to the (i) requirement;

V_{ai} = coefficient of the performance of offer (a) with respect to requirement (i) that varies between zero and one.

In practical terms:

The score of the technical offer will be calculated by multiplying the average of the grades expressed from 0 to 1 by the total score (maximum 80 points).

GRADE CONVERSION TABLE	ASSOCIATED VALUE
Excellent	1.00
Very good	0.90
Good	0.80
Fairly good	0.70
Sufficient	0.60
Inadequate	0

In detail:

Foreign Direct Investment Attraction, Retention Strategy and Action Plan (max 46 points):

- Methodology for FDI lead generation (max 16 points)
- Retention technique (max 16 points)
- Outline of an action plan for direct investment in Italy from Japan (max 14 points)

Staff experience (max 34 points) and the extent to which the CV of the person to be appointed as the Appointed FDI Desk Manager meets the profile required in Article 6, including his/her connections and knowledge of relevant country / private and public sectors, and knowledge of the Japanese market and Italian industrial and commercial environment, spoken languages ability (in English, Japanese and Italian) (max 34 points)

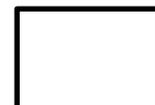
If any bids are below the minimum requirements set forth in the technical specifications, the score assigned in the evaluation for each single criterion will be equal to 0.

In order to advance to the evaluation of the Financial Offer, the Technical Offer must meet the minimum requirement of 40 points out of 80.

Signature _____

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B) ECONOMIC OFFER EVALUATION CRITERIA (max 20 points out of 100)

The overall price should be indicated in the Economic Offer Envelope C.

Regarding the economic offer, by using the Linear Interpolation formula, a variable coefficient from zero to one is assigned.

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

$$C_i = R_a / R_{max}$$

where:

C_i = coefficient attributed to the *i*-th competitor;

R_a = percentage reduction in the offer of the *i*-th competitor;

R_{max} = percentage reduction of the lowest bid

In practical terms:

the score of the economic offer will be calculated by multiplying the total awarded score (maximum 20 points) by the quotient of the competitor's discount offer and the most convenient discount offer.

Excessive low offers (Article 69 of the Directive 2014/24/EU)

There is no assurance that the lowest bid will prevail. ITA Tokyo Office reserves the right to ask for additional information if one or more offers are substantially lower than the others (Excessive low bid).

Excessive low offers are considered “anomalous” if the scores relating to the price and to the other elements being assessed are both at least equal to or higher than four fifths (4/5) of the maximum score that can be attributed (Article 13, paragraph 1, letter (b) of the Decree No. 192, November 2nd, 2017).

Signature _____

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12. BID EVALUATION COMMITTEE, OFFER OPENING

The calendar for the opening of the envelopes will be the following:

- **Public Session, May 8th, 2023, at 10:00 am (TBC):** opening of the offers.

Each bidder is asked to provide an email address to which a Google meet invitation will be sent in order to attend all the public sessions in case of the COVID social distancing restrictions.

It will be ascertained by RUP or the Selection Committee that the envelopes contain envelope A “Documentation”, envelope B “Technical Offer” and envelope C “Economic Offer”.

During the same session, the content of envelope A “Documentation” will be checked and reviewed.

Any incomplete, irregular or incorrect contents in envelope A “Documentation” will be ascertained and notified to the offering company. Pursuant to Art. 83, Par. 9 of Legislative Decree No. 50/2016, in the event that the documents or declarations submitted by the bidder are not fully compliant with the request, ITA Tokyo Office may ask for further explanation or clarification, by establishing a mandatory deadline under penalty of exclusion.

In the event that the deadline lapses without full compliance by the bidder, ICE Tokyo Office shall proceed to the exclusion of the bidder from the procedure.

The bidder, if necessary, may be required to provide clarifications on the contents of certificates, documents and declarations submitted.

- **Public Session, May 8th, 2023, at 12:00 (TBC):** opening and checking the content of envelope B “Technical Offer” by RUP or the Selection Committee.
Any Technical Offer not in line with the requirements set forth by Articles 6, 9 and 10 shall disqualify the bidder from the tender.
- The Committee will meet in one or more **Closed Sessions** (tentatively on May 8th, 2023, following the Public Session), to review and evaluate the content of envelope “B – Technical Offer”, assigning a score to each item up to a total of 80. Companies that fail to reach at least a total of 40 will not be admitted to the third phase concerning the evaluation of the Economic offer.

The Selection Committee consists of members appointed by the Director of ITA Tokyo Office, in quality of *Sole Responsible of the Procedure* for ITA (RUP). The Selection Committee will decide at its discretion and without appeal.

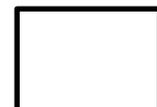
The Committee will meet again on the next public session, as follows:

- **Public Session, May 11th, 2023, at 10:00 am (TBC):** opening and checking of envelope C “Economic Offer”. A score will be assigned to each bid and results will be put on record.

Signature _____

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ITALIAN TRADE AGENCY
ICE - Italian Trade Commission
Trade Promotion Section of the Italian Embassy
イタリア大使館 貿易促進部

The three public sessions will be held at the Italian Trade Agency (ITA) - Trade Promotion Section, Embassy of Italy - Shin Aoyama West Bldg. 16th Floor, 1-1-1, Minami Aoyama, Minato-ku, Tokyo 107-0062 – Japan

The public sessions may be attended only by one representative from each bidder. The representatives must be authorized in advance by ITA Tokyo Office.

The dates of the three public sessions are tentative and might be changed by ITA Tokyo Office. In case dates are changed, ITA Tokyo Office shall promptly inform the authorized representatives from each bidder.

The bidder provider with the highest overall score (which is the sum of all partial scores based on each criterion) will be the successful bidder. In case of bids with the same total score in the final list, ITA Tokyo Office will request that the high bidders each submit a revised proposal and subsequently, if necessary, the Contract will be awarded by drawing lots.

At the end of the session, after opening all the Economic offers, a final list will be compiled and the temporary winning company declared, subject to the submission of all requested documentation.

ITA Tokyo Office will formally communicate the result of the tender to the successful bidder, asking them to provide:

- the documentation proving compliance with the established requirements to participate in the bid;
- the documentation that is necessary to sign the Contract.

13. SECURITY DEPOSIT

In order to guarantee the execution of the contract, the winning company should pay a “guarantee fee”, for an amount equal to the 10% of the contract value (tax included), by bank transfer, within 10 business days from the award notification. The fee will be released and returned to the Awarded Service Provider at the end of the Contract term, after ITA Tokyo Office confirms that the Awarded Service Provider has duly provided the services in accordance with the Contract.

14. LIQUIDATED DAMAGES

Failure to comply with any provision of the Contract will cause ITA Tokyo Office to incur substantial economic damages and losses. Consequently, in addition to, and without limiting any of ITA Tokyo Office’s other rights and remedies under the Contract, both parties agree that

- 1) ITA Tokyo Office reserves the right to apply a penalty of 0.1% of the contract amount for each meeting/contact/event/service support/engagement below the minimum targets as set out in the relevant table in Article 9 "Key Performance Index" up to a maximum of 5.5% of the total contract amount;
- 2) In the event of any breach of those obligations of the Awarded Service Provider referred to in Article 17 (Confidentiality), 18 (Ownership of Work Product) or 19 (Restrictions on the Awarded Service Provider), ITA Tokyo Office shall be immediately reimbursed a sum equal to 2 (two) times the Price, as liquidated damages;

Signature _____

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1) and 2) intended together as “**Liquidated Damages**”.

These Liquidated Damages are intended and considered as the reasonable and genuine estimation of actual losses and damages to be suffered or incurred by ITA Tokyo Office and are not, nor should be considered as a penalty.

The rights and remedies of ITA Tokyo Office are hereby reserved with respect to any actual losses and damages which exceed the amount of the Liquidated Damages.

15. NO SUBCONTRACTS OR TRANSFER OF SERVICES

It is expressly forbidden for the Awarded Service Provider to resort to the use of subcontracts, in consideration of the particular nature of the Services, which need a trustworthy service provider capable of ensuring the fast execution of the Services.

Projects contracted to the Awarded Service Provider during the service period should be completed as a representation of service from ITA Tokyo Office. All projects provided within the service period shall not be used in any other commercial activities without the representation and express consent of ITA Tokyo Office. ITA Tokyo Office reserves the right to terminate the Contract if case of any breach of this clause.

16. CONFIDENTIALITY

The Awarded Service Provider and the Appointed FDI Desk Manager shall, at all times during the term or after the termination of the Contract, maintain strict confidentiality of any and all non-publicly available trade secrets, business strategy, data or other proprietary information in connection with the business of ITA Tokyo Office or its affiliates, investors, potential investors, customers or licensees, including but not limited to any plans, concepts, drawings, project information, product specifications, processes, formulas, know-how, designs, information technology, developments or experimental work, computer programs, databases, pricing policies, customer or user identification information and lists or financial information (collectively called “Confidential Information”), and the Awarded Service Provider and the Appointed FDI Desk Manager may not disclose any Confidential Information, unless for the purpose of performing their duties under the Contract, regardless of whether such Confidential Information is produced during the Awarded Service Provider’s performance of its obligations under the Contract.

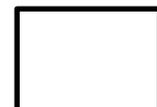
17. OWNERSHIP OF WORK PRODUCT

The Awarded Service Provider agrees and undertakes that all the information, documentation, contacts, investor database, and all other intellectual property, trade secrets, and/or know-how produced by it or used during the performance of its Services pursuant to the Contract (the “**Work Product**”) will be ITA Tokyo Office's sole property, and it shall not use any such Work Product for any purpose other than the performance of the Services pursuant to the Contract, and cease any kind of usage after the termination, of the Contract, however arising.

Signature _____

Date _____

Stamp



18. RESTRICTIONS ON THE AWARDED SERVICE PROVIDER

The Awarded Service Provider further agrees and undertakes that it shall not (and shall ensure that Appointed FDI Desk Manager shall not):

1) perform any of the activities referred to in this ITB for any other public or private person, institution or organization in connection with the attraction of investors to Italy during the term of and for 12 months after termination of the Contract; and

2) during or after the termination of the Contract, establish any commercial relationship with the investors or individuals and/or potential investors contacted during the provision of the Services, directly or indirectly. For the avoidance of doubt, the Awarded Service Provider may offer such parties services other than the Services specified in this Contract.

19. CONTRACTUAL EFFECTIVENESS

All rules and provisions contained herein are binding for the Awarded Service Provider from the moment the bid is submitted, whereas they are binding for ITA Tokyo Office only after the signature of the Contract.

20. FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in performing its obligations hereunder due to causes beyond its reasonable control ("Force Majeure"), including but not limited to any circumstances beyond one's control, acts of government or governmental authorities, compliance with law, regulations or orders, fire, storm, flood or earthquake, war (declared or not), rebellion, revolution, or riots, or strike or lockouts.

21. PROCESSING OF PERSONAL DATA ACCORDING TO REGULATION (EU) 2016/679

Personal data are processed by automated means for institutional, administrative and accounting purposes. The Data Controller is ICE Tokyo Office.

Rights can be exercised at any time, pursuant to Articles. 15 et seq. of the Regulation, by sending an e-mail to *privacy@ice.it*.

The sole subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Ms. Erica Di Giovancarolo - Head of the Italian Trade Agency (ITA) – Trade Promotion Section, Embassy of Italy - Tokyo.**

ITA Tokyo Office is an entity of the Government of the Republic of Italy. The interpretation of all of the foregoing terms and conditions shall be made by ITA Tokyo Office in its sole discretion. Such an interpretation shall be final and binding for all bidders.

The bidding process is governed under Art. 7, Par. 2, Lett. b of Ministry of Foreign Affairs Decree 192 of November 2, 2017.

22. CONTRIBUTION FEE EXEMPTION

Pursuant to Article 1 of ANAC Resolution 1121 of December 29th, 2020, for contracts tendered by contracting authorities operating abroad, both the authorities and the economic operators participating in the contract are exempt from paying the contribution to ANAC.

Signature _____

Date _____

Stamp



23. RULES OF CONDUCT OF CONTRACTORS AND/OR STAFF OF THE CONTRACTOR -CONCESSIONARIE

In the execution of the contract/assignment/agreement, the trader/professional/contractor undertakes to fully respect the Code of Conduct adopted by ITA (Italian Trade Agency) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 402/17 at 24 January 2017. The Code of Conduct and Disciplinary procedures of the ITA available on the website www.ice.it – section "Amministrazione Trasparente"- "Disposizioni generali"- Atti generali.

For any breach of obligations under the Code, if deemed serious, ITA Tokyo Office will have the option to terminate the contract.

By submitting your bid, you agree to the terms outlined in this ITB and you represent that you have not retained or engaged professionally anyone who has terminated his or her employment with ITA Tokyo Office within the last three years and whom had occupied a management role in the said organization or had been assigned management powers to execute contracts or other commercial transactions on behalf of the said organization.

Please note that all non-public information contained herein is confidential and may not be disclosed to any third party without ITA Tokyo Office prior written permission. Additionally, we require full disclosure of any of your Company clients or affiliations that may potentially pose a conflict of interest with you working on the ITA Tokyo Office project.

For any questions related to this tender, please send an email to: tokyo@ice.it

Erica Di Giovancarlo
Head of the Italian Trade Agency (ITA)
Trade Promotion Section, Embassy of Italy - Tokyo

PS: This bid is written in respect of the following Italian laws:

- Ministerial Decree 192/2017 of the Italian Ministry of Foreign Affairs (art. 7 par.2, art. 11, art. 13 par 1 point b)
- Art. 83, Par. 9 of Legislative Decree No. 50/2016.
- art.80 and 97 of Legislative Decree 50/2016 (exclusion based on past criminal records)
- Article 69 of the Directive 2014/24/EU
- Paragraph VI, nr. 1 of the Guidelines ANAC nr. 2/2016
- Art. 106, para. 11 of the Italian Procurement Code
- Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 402/17 at 24 January 2017

Signature _____

Date _____

Stamp

