



ITALIAN TRADE AGENCY

ITA Beijing Office

Date: 23/11/2023
CdC: 6LE1
CIG: A02A2603DB
COAN: U239S040B1
Det. n.: 4653/23 del 22/11/2023

**INVITATION TO BID (“ITB”) FOR THE PROVISION OF THE FOLLOWING SERVICE:
“PROMOTION OF FDI FROM THE PEOPLE’S REPUBLIC OF CHINA TO ITALY” ON
BEHALF OF THE FOREIGN DIRECT INVESTMENT DESK (“FDI DESK”) OF THE ITALIAN
TRADE AGENCY (“ITA”) OFFICE (ALSO KNOWN AS THE ITALIAN TRADE
COMMISSION) IN BEIJING**

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” or “bids”) is received, you are deemed to have understood and agreed with the terms and conditions set forth in this ITB. Should you have any questions before submission, feel free to contact ITA Beijing at the email indicated below.

1. AWARDING ENTITY

The Italian Trade Agency (“ITA”) – Beijing Office, Room 1-61, Office Building, Sanlitun DRC Diplomatic Residence Compound, N.1 Gongtibeilu Road, Chaoyang District, 100600 Beijing – www.ice.it – represented by Mr. Gianpaolo Bruno, Trade Commissioner of The Italian Trade Agency in Beijing - E-mail: pechino@ice.it - Tel: +861065973797

2. BACKGROUND

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, working closely with local authorities and businesses.

ITA provides a wide range of services, which include:

- 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 advisers.

In the People’s Republic of China (“**PRC**”), ITA has offices in Beijing, Shanghai, Guangzhou and Hong Kong. The Beijing Office also covers the Mongolian market. An IPR (Intellectual Property Rights) Desk was also set up in Beijing for all IPR related activities.

For more information on ITA and its presence in Italy and in the world, please visit our 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:

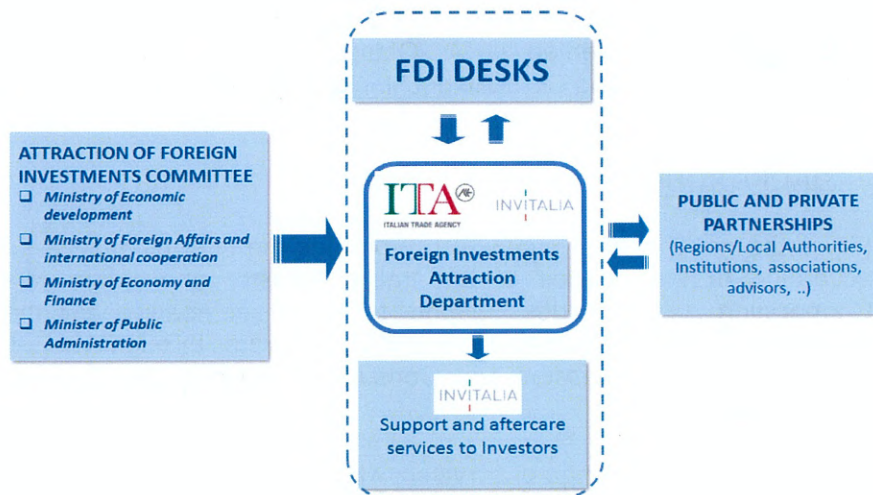
- promoting business opportunities;
- helping foreign investors to establish or expand their operations;
- supporting investors throughout the investment life cycle;
- offering high-level tutoring services for existing strategic investments.

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



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

3. THE BID: DESCRIPTION OF REQUESTED SERVICES

ITA is currently looking for a service provider for the FDI Desk operating in its Beijing Office. Terms of reference will be to support direct investment from PRC to Italy, as well as to strengthen awareness of the 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 and
- iii) experience with an investment promotion agency and
- iv) relevant professional experience with regard to Italy's FDI environment.

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 Beijing 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 and in compliance with applicable laws 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:** organizing promotional and networking events; participating in promotional events, conferences, trade shows, trade fairs, workshops and meetings;
- **lead generation, scouting and support for potential investors:** proactively identifying investors' interests, and 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 Beijing and its counterparts in Italy;
- to act as a representative of ITA Beijing 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/or update in compliance with applicable laws 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 PRC to Italy;
- to plan, organize and manage initiatives (seminars, meetings, webinars, participation in trade fairs and congresses, etc.) - in PRC and/or Italy or wherever required - to promote FDI from PRC to Italy;
- to develop links and networks with business “multiplier” organizations and relevant local authorities;
- to provide support to ITA Beijing office to assist Italian companies looking for Chinese investors;
- to keep the ITA Beijing 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 as needed.

6. COMPANY PROFILE AND APPOINTED FDI DESK MANAGER REQUIREMENTS

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

- be based and registered in PRC;
- have an office in Beijing;
- hold extensive experience in finance (preferably in investment banking), or management consultancy, and experience with an investment promotion agency;
- relevant professional experience with regard to Italy's FDI environment;
- have an in-depth understanding of the industrial environment in Italy.

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, and 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 Chinese (Mandarin). 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 member countries' governmental organizations.

Role Tasks:

- create and update in compliance with applicable laws a database of potential local investors;
- organize and manage meetings with relevant companies and organizations both in PRC and in Italy;
- research and collect market information with reference to targeted industry sectors;
- assist potential investors, partners and ITA staff on business trips to promote direct investment from PRC market to Italy;
- follow up on enquiries from potential investors;
- build and manage contacts with potential and existing investors through meetings, telephone calls, emails or other modes of contact to be determined with ITA;
- identify and recommend conferences, seminars, exhibitions and speaking engagements for ITA's participation in PRC;
- 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;
- support ITA office in Beijing in providing the “Foreign Investor Research” service to Italian companies. The service is formally provided by ITA with the assistance of the FDI Desk;
- develop and maintain the ongoing database with company contact information as a result of meetings, workshop or other networking activities;
- according 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. Invitalia is a state-owned company for economic development, supporting and providing aftercare services to investors specifically interested in investing in Italy;
- act in synergy with the network of ITA FDI Desks around the world, with particular attention to the Hong Kong FDI Desk;
- 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 PRC markets;
- provide a detailed record of meetings, to be shared periodically with the Investment Coordination Office at ITA in Rome;
- submit a structured quarterly report to ITA’s Head Office;
- submit, at completion of the contract, a final report;
- meet with the Director of ITA in Beijing at least once per month in its office located in the Sunlitun Diplomatic Residence Compound, No.1 Gongtibeilu, Chaoyang District, Beijing, or by means of videoconferences.

The Director of the ITA Beijing Office will authorize, at its sole discretion, business missions to Italy, according to ITA employees’ travel policy, and local activities, according to current ITA regulations.

IMPORTANT NOTICE

This ITB and tender may be suspended and/or canceled at any time and for any reason by ITA Beijing, in its sole discretion, without generating any moral or legal commitment towards the candidates, including those fully meeting the job requirements.

ITA has the authority to award the Contract even if only one bid has been submitted, provided it is 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 the Selection Committee finds that the bids received do not comply with the technical and financial requirements set forth herein.

7. DURATION OF THE CONTRACT

The duration of the contract (the “Contract”) is 18 months, effective from the day on which it is signed. The Contract will automatically terminate on its expiration date, without any notification between the parties.

There will be no tacit renewal of the Contract.

8. ECONOMIC OFFER AND PAYMENT METHODS

The economic offer that the bidders shall present for the Contract (the “**Price**”) shall be no more than **Euro 100.000,00** (one hundred thousand Euros) inclusive of all taxes and duties.

The Price will be paid to the Awarded Service Provider in quarterly installments, following the delivery by the Awarded Service Provider of the relevant quarterly report, and issuance of the related invoice, in an amount that will be determined in accordance with the achievement of the Minimum Targets described in “Key performance indicators” (KPIs) in Article 9.

The Contract will have a duration of 18 months, or 6 quarters. The 60% of the Contract value will be corresponded on a quarterly basis upon receipt, verification and confirmation of the report and the invoice related to the relevant quarter. The remaining 40% will be subject to the achievement of the KPI described in Article 9.

The Price is inclusive of any disbursements, including but not limited to taxi and public transportation fees incurred for meetings and activities held in the PRC, mobile and international calls, internet access, and business meals. Should any other out-of-pocket expenses be required to perform the activities required by the Awarded Service Provider under the Contract, both ITA and the Awarded Service Provider, prior to such expense being incurred, shall mutually agree upon them, according to any applicable then-current ITA administrative regulations. Any expense incurred shall be proven through the appropriate evidence, such as receipts, invoices, etc.

The payment will be made in RMB applying the exchange rate corresponding to the first working day of the month in which the contract is signed by ITA Beijing.

9. KEY PERFORMANCE INDICATORS (KPIs)

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

MINIMUM TARGETS

Index	Description	18 months Target	Weight%
Database	Feeding in compliance with applicable laws a the existing database of contacts based on screening of potential investors. The database includes: name and address of the company, industry sector, homepage, contact person, email (phone number), company size, brief description of how the contact was generated and what was discussed.	200	25%
Meetings	<p>Organization of one-to-one meetings (including video calls or telephone calls) with potential investors of proven reputation and reliability.</p> <ul style="list-style-type: none"> • Priority target of the meetings will be: large industrial and business services groups interested in evaluating investments abroad; • Secondary targets will be: small and medium sized companies in the target sectors defined by ITA. 	150	25%
Events aimed at attracting FDI	Events either autonomously organized by the Desk or participation in events dedicated to FDI attraction	2	10%
Foreign investor research service support	Support to ICE Beijing in response to Italian investment offers addressed to foreign entities. The <i>Foreign investor research</i> and <i>Advanced Consultancy</i> services are provided by ICE Beijing. The FDI Desk only provides specialist support in these areas.	6	15%
Support to Lead generation projects with Italian regions			
Advanced consulting support service for Italian investments in China			
Engagement	Identifying qualified interest in investment projects in Italy (so-called <i>engagement</i>) across several asset classes based on leads guidelines and strategies provided by ITA following previous contacts with Invitalia and territorial representations.	10	25%

BONUS TARGETS

In addition to the Price, there is a potential maximum total bonus (“**Bonus**”) of **Euro 30.000,00**, inclusive of all taxes and duties, 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.

This Bonus amount shall be payable within 30 days following the acceptance by ITA, in its sole and absolute discretion, of the final report and after a close evaluation of the outputs and targets that have been achieved according to the targets below.

Index	Description	18 months target	Weight %	Total Weigh ting
Engagements > € 5 mln	<i>Identifying qualified interest in investment projects in Italy (so-called engagement) across several asset classes based on leads guidelines provided by ITA. Companies must have had previous contacts with Invitalia or territorial representations or received assistance for an evaluation or commencement of an investment.</i>	max 10	each lead, 5%	50%
Small projects	<i>Commencement of an investment for a total estimated value of not less than € 1 mln</i>	-	each contract, 2%	50%
Medium-sized projects	<i>Commencement of an investment for a total estimated value of not less than € 5 mln</i>	-	each contract, 5%	
Big projects	<i>Commencement of an investment for a total estimated value of not less than € 10 mln</i>	-	each contract, 10%	
	<i>Commencement of an investment for a total estimated value of not less than € 50 mln</i>	-		

All measurements of client interaction and in-country contacts generated on behalf of ITA must be input accurately into databases designated by ITA (PipeDrive), within five business days of the client interaction. The Awarded Service Provider’s performance will be measured on the information that is recorded in this database. If it is not recorded correctly in the database, it will not count.



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10. SUBMISSION DEADLINE AND REQUIREMENTS

According to Italian law, and under penalty of exclusion, all parts of the bid 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 – “BEIJING FDI DESK” CIG: A02A2603DB

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 the ITA Beijing Office, under penalty of exclusion from the tender, **no later than the 7th December 2023, at 12:00 (China Standard Time).**

The bid must be mailed by express courier to the following address: **Italian Trade Agency, Room 1-61, Office Building, Sanlitun DRC Diplomatic Residence Compound, N.1 Gongtibeilu Road, Chaoyang District, 100600, Beijing.**

Bids may be delivered by hand on weekdays at the following times: Monday through Friday 10:00 am – 13:00 pm and 14:00 pm – 16:00 pm.

The envelopes will be registered with date and delivery time. 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. A bid 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, bearing the sender's address and, respectively, the captions:

"A - Administrative Documentation ", "B – Technical Bid", "C – Financial/Economic Bid":

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 will determine the exclusion of the offer.

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

In this Envelope A, the bidder must submit the following documents signed by its legal representative:

1. This invitation for bid initialized on each page;
2. a copy of the signatory's valid ID or Passport;
3. a brief company profile;
4. a copy of the "3-1" Business license;
5. a Bank credit standing certificate (Certificate of Creditworthiness) issued by a Bank;
6. the "Document of requirements for negotiated procedures" (attachment 2) duly filled out;
7. consent to data treatment by filling out the Declaration attached (last page of the ITB);

Incorrect, incomplete or irregular contents in this envelope "A" can be remedied, as described in Article 12.

ENVELOPE "B": [indicate NAME of the COMPANY] "Technical Bid"

Envelope "B - Technical Bid" 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) a technical report of the services offered;
- b) a descriptive report of the working group attached with the curricula of each component duly signed, including the curriculum vitae of the person to be appointed as the Appointed FDI Desk Manager to act as the direct interface with ITA Beijing.

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 Indicators referred to in the above Article 9:

1. description of methodologies and techniques for the generation of leads and related sources of information regarding potential investors;
2. description of the organization of the activities and forms of action proposed for the purpose of the attraction and retention of potential investors;
3. action plan related to PRC 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. definition of 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.

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 description of the experience of the person to be appointed as the Appointed FDI Desk Manager, as per 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 P.R.C. market will be assessed, as well as his/her knowledge of the industrial and commercial environment in Italy;
- 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.

The technical bid must be numbered on each page and signed on the last page, with the full, legible name of the legal representative, or, in the case of a group of companies, by the legal representatives of each company in the group.

ENVELOPE “C”: [indicate NAME of the COMPANY] "Financial/Economic Bid"

The Financial/Economic Bid shall be submitted using the “Economic bid form”, expressing the offered price as a percentage reduction of the maximum bidding price fixed at Euros **100.000,00** (one hundred thousand) inclusive of all taxes and duties, 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.

Please indicate your offer ONLY in Envelope “C” and not in Envelope “A” and/or Envelope “B”, as that will invalidate your proposal.

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 fill out the Financial/Economic Bid using the form provided - Attachment 1

11. THE EVALUATION PROCESS

The Selection Committee will select the bid achieving the highest score according to the “most economically advantageous offer” (or “best value”) criterion. This criterion has been chosen due to the very specific characteristics of the bids to be received and the high-quality standards required.

ITA has the authority to award the Contract even if only one bid has been submitted, provided it is 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 the Selection Committee finds that the bids received do not comply with the technical and financial requirements set forth herein.

A) TECHNICAL BID 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:	50
<i>Methodology for FDI Lead generation</i>	30
<i>Outline of an action plan for direct investment in Italy from PRC</i>	20
B) STAFF EXPERIENCE 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 China’s market and Italian industrial and commercial environment, spoken languages ability (in English, Chinese and Italian)	30

The evaluation of the Technical Bid in the “most economically advantageous offer” (or “best value”) is to be determined by applying the following formula:

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

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
Fair	0.65
Pass	0.55
Inadequate	0

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.

B) FINANCIAL/ECONOMIC BID EVALUATION CRITERIA (max 20 points out of 100):

The overall Price should be indicated in the Financial/Economic Bid Envelope "C": maximum 20 points.

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.

Abnormally low bids Low tenders are considered 'abnormal' 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 of the maximum score that can be attributed. Should this condition occur, ITA shall carry out the necessary checks as provided for by the Italian Procurement Code.

12. BID EVALUATION COMMISSION - OFFER OPENING

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

- **Public Session, 8th December 2023, opening of the offers.**

It will be ascertained whether the envelopes contain envelope A “Documentation”, envelope B “Technical Bid” and envelope C “Financial/Economic Bid”.

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. 101 D. Lgs. 36/2023, the offering company will be given a deadline for the presentation of the correct documentation. In this case the procedure will be put in stand-by and the following public and closed sessions will be rescheduled accordingly.

The amendment or integration of documents will be aimed at obtaining proof of pre-existing circumstances, *i.e.* participation requirements and documents/elements accompanying the offer. The tenderer will be given a reasonable period of time – not exceeding 10 days – for making, integrating or regularizing the required documentation.

Should the documentation submitted by the tenderer be not fully compliant with the request, ITA Beijing might ask for further clarification setting a mandatory deadline under penalty of exclusion. In case no documentation is provided by the deadline, ITA Beijing shall proceed to the exclusion of the tenderer from the procedure.

Pursuant to Article 101, the tenderer may be required to provide clarifications on the contents of certificates, documents and declarations submitted.

- **Public Session, date to be defined and communicated by email:** opening and checking of envelope B “Technical Bid”.

Any Technical Bid not in line with the requirements set forth in this invitation letter shall disqualify the bidder from the tender.

The Selection Committee consists of members appointed by the Director of ITA Beijing, who is the sole person in-charge of the administrative procedures related to the ITA Beijing office general activities. The Selection Committee will decide at its discretion and without right of appeal.

The Committee will meet in one or more **closed sessions** to review and evaluate the content of envelope “B – Technical Bid”, assigning a score to each item up to a total of 80. Bidders that fail to reach at least a total of 40 will not be admitted to the third phase concerning the evaluation of the Financial/Economic bid.

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



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- **Public Session, date to be defined and communicated by email:** opening and checking of envelope C "Financial/Economic Bid". A score will be assigned to each bid and results will be put on record.

The two public sessions will be held at the **Italian Trade Agency office in Beijing, Room 1-61, Office Building, Sanlitun DRC Diplomatic Residence Compound, N.1 Gongtibeilu Road, Chaoyang District, 100600 Beijing**. The sessions may be attended by one authorized representative from each bidder.

Each bidder is asked to provide an email address to which a videoconference invitation will be sent to attend all the public sessions.

The bidder 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 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 "Financial/Economic" bids, a final list will be compiled and the provisional winning company declared, subject to the submission of all requested documentation.

IMPORTANT:

ITA will formally communicate the result of the tender to the successful bidder, asking to provide the **notarized, legalized, and authenticated copies of:**

- **Valid ID or Passport**
- **Business license** (assessing the existence of an office in Beijing)

Please refer to the instructions provided by the Italian Embassy in Beijing and the Italian Consulate in Shanghai (Chinese version also available) at the following links:

Beijing:

https://ambpechino.esteri.it/ambasciata_pechino/zh/informazioni_e_servizi/servizi_consolari/legalizzazione-di-documenti-cinesi.html

Shanghai:

https://conssshanghai.esteri.it/consolato_shanghai/zh/i_servizi/per_i_cittadini/legalizzazioni.html

For areas under the competence of the Italian General Consulate in Chongqing and the Italian General Consulate in Guangzhou, please contact directly their offices:

https://conschongqing.esteri.it/consolato_chongqing/it/il_consolato/contatti.html

https://conscanton.esteri.it/Consolato_Canton/it/il_consolato/gli_uffici/gli-uffici.html

Please be informed that the legalization procedure requires time to complete – you are strongly advised to initiate the process as soon as possible.

13. SECURITY DEPOSIT

The Awarded Service Provider must submit a financial guarantee, or a performance bond, or a letter of credit or a non-transferable cashier's check, equal to 5% of the Price, before signing the Contract and with an expiration date 15 days after the scheduled termination date of the Contract.

The guarantee may be, at the option of the Awarded Service Provider, a bank or insurance guarantee, with the express waiver of the benefit of prior discussion of the main debtor and operational within 15 days, at the simple written request of ITA Beijing. The guarantee may be enforced in the event of fraud or default by the Awarded Service Provider. The guarantee shall be gradually released according to the progress achieved following the execution of the Contract, up to a maximum of 80% of the amount guaranteed. The residual amount shall be released following the verification of proper performance of the Services.

The costs of obtaining the security deposit shall be borne by the Awarded Service Provider.

14. LIQUIDATED DAMAGES

Failure to comply with any provision of the Contract will cause ITA to incur substantial economic damages and losses. As a consequence, in addition to, and without limiting any of ITA's other rights and remedies under the Contract, both parties agree that:

- 1) In the event of any breach of quality, quantity or other terms of the Contract, ITA shall be immediately reimbursed an agreed amount of a sum of up to 10% of the Price, determined by ITA, in its sole discretion, with reference to the severity of the breach, as liquidated damages.
- 2) In the event of any breach of those obligations of the Awarded Service Provider referred to in Article 16 (Confidentiality), 17 (Ownership of Work Product) or 18 (Restrictions on the Awarded Service Provider), ITA shall be immediately reimbursed a sum equal to 2 (two) times the Price, as liquidated damages.

defined 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 and are not, nor should be considered as a penalty.

The rights and remedies of ITA 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 sub-contracts, in consideration of the nature of the Services, which need a trustworthy service provider capable of ensuring the fast execution of the Services.



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

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 the term of and for 12 months after 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 only after the full execution of the final Contract.

20. PROCESSING OF PERSONAL DATA

Personal data are processed by automated means for institutional, administrative and accounting purposes. The Data Controller is ITA. Rights can be exercised at any time, by sending an e-mail to privacy@ice.it. Recipients are invited to read the information on the processing of personal data available on ITA's institutional website at <https://www.ice.it/it/privacy>.

The sole subject in charge of the proceeding [Chief Procurement Officer (CPO)/ Responsabile Unico del Procedimento (RUP)] is **Mr. Gianpaolo Bruno – The Italian Trade Agency – Beijing Office Director**.

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

21. REGULATIONS FOR REGISTRATION OF SUPPLIERS

In the submission of its bid, and in the execution of the Contract, the bidder undertakes to fully respect the ITA Beijing Office **Regulations for Registration of Suppliers**, which can be found under the section “Work with us” at the following website:
<https://www.ice.it/en/index.php/markets/china/beijing>

For any breach of such regulations, if deemed serious, ITA will have the option to terminate the Contract.

22. RULES OF CONDUCT

In the execution of the contract/assignment/agreement, the Awarded Service Provider 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. 619/23 of 27th January 2023. The Code of Conduct and Disciplinary procedures of the ITA available on the website www.ice.it – section “Amministrazione Trasparente” - “Comunicazioni di Servizio 2023”.

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 within the last three years and who had occupied a management role



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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's prior written permission. Additionally, we require full disclosure of any of your service provider's clients or affiliations that may potentially pose a conflict of interest with you working on this ITA project.

ITA 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 any liability under any circumstances. In submitting a 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 cancel the tender procedure.

If you have any questions regarding this tender, please send an email to: pechino@ice.it

Yours faithfully

Gianpaolo Bruno
Italian Trade Commissioner
ITA Beijing Director

Firmato digitalmente da: Gianpaolo Bruno
Organizzazione:
ICE-AGENZIA/12020391004
Data: 23/11/2023 09:39:26



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

- Ministerial Decree 192/2017 of the Italian Ministry of Foreign Affairs
- Italian Procurement Code - Legislative Decree No. 36/2023
- Directive 2014/24/EU

I consent, in my own name and/or as duly delegated by the persons concerned, to the processing of the personal data provided for the purposes of the procedure and in particular:

- to the processing of biometric data¹

I consent I do not consent

- to the transfer, including cross-border transfer, to the competent Italian Authorities and ICE Agency offices

I consent I do not consent

Signature _____

Company name _____

Name and Surname in block letters _____

Position _____

Date _____

¹ Biometric data collected refer to facial images contained in identity documents, certificates and curricula. Documents, certificates and *curricula* are needed to: identify the participant; carry out the appropriate checks on the participant; and assess the participant's offer and requirements as appropriate. Leakage or illegitimate use of biometric data, if any, might be detrimental to the personal or property security of the persons concerned.



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Attachment 1

CIG: A02A2603DB

ECONOMIC OFFER

CALL FOR TENDERS FOR THE SUPPLY OF THE SERVICE "PROMOTION OF FDI FROM PRC TO ITALY" ON BEHALF OF THE FOREIGN DIRECT INVESTMENT DESK ("FDI DESK") OF THE ITALIAN TRADE AGENCY ("ITA") OFFICE (ALSO KNOWN AS THE ITALIAN TRADE COMMISSION) IN BEIJING

The undersigned company submits the following bidding discount on the maximum bidding price of 100.000,00 EUR all tax and VAT included for the implementation of the proposed technical offer:

Discount percentage %

(in letters%)

**Example: if you intend to offer a 10% discount,
you must indicate 10% in the box above.**

Signature _____

Company name _____

Name and Surname in block letters _____

Position _____

Date _____



Attachment 2

DOCUMENT OF REQUIREMENTS FOR NEGOTIATED PROCEDURES UNDER THE EU THRESHOLD

All the requested information must be entered by the economic operator, unless explicitly stated otherwise

PART I: PROCUREMENT PROCEDURE'S AND CONTRACTING AUTHORITY'S INFORMATION

Contracting Authority Identity	Answer:
Name:	ITALIAN TRADE COMMISSION – ITA BEIJING
Title or brief description of the contract:	PROMOTION OF FDI FROM PRC TO ITALY ON BEHALF OF THE FDI DESK AT ITA BEIJING
CIG	A02A2603DB

PART II: THE ECONOMIC OPERATOR'S INFORMATION

A. Identification data of the economic operator	Answer:
Name:	[.....]
National identification number, if required (tax code, VAT number, registration ...)	[.....]
Contact address:	[.....]
Contact Persons:	[.....]
Phone:	[.....]
E-mail:	[.....]
(website) (where it exists):	[.....]

B. Legal representative of the economic operator:	Answer:
Full name	[.....]
Date and place of birth	[.....]
Position / Title to act:	[.....]
Residence address:	[.....]
Phone:	[.....]
E-mail:	[.....]
If necessary, provide details on representation (form, scope, purpose):	[.....]
Any other representative of the economic operator:	Answer:
Full name	[.....]
Date and place of birth	[.....]
Position / Title to act:	[.....]
Residence address:	[.....]
Phone:	[.....]
E-mail:	[.....]
If necessary, provide details on representation (form, scope, purpose):	[.....]

Part III: Reasons for exclusion
A: Reasons for exclusion related to criminal convictions

Is excluded from participating in the selection procedure who's been convicted, with a final criminal sentence in Italy or in the country where the contract takes place, for one or more of the following crimes: (1) participation in criminal organizations; (2) corruption; (3) fraud; (4) terrorist offences or crimes related to terrorist activities; (5) money laundering or terrorist financing; (6) child labor and other forms of human trafficking; (7) any other crime that results in the inability of negotiation with the public administration.

The situations relevant to exclusion are those provided for by Italian law, and:

- in the Member States of the European Union, the situations indicated in the internal regulations, namely stipulated in Article 57 of Directive 2014/24 / EU;
- in States not belonging to the European Union, the equivalent situations provided for by local criminal law.

A. Reasons related to criminal convictions	Answer:
1) Was the economic operator or a member of its management or supervisory body or anyone who has powers of representation, decision or control on the economic operator, convicted for any of the above reasons with a final sentence delivered less than five years ago or the exclusion period set in the sentence is still applicable?	[] Yes [] No
2) If the answer is yes, please indicate (repeating for the necessary times): a) the date of conviction, for which points between 1 and 7 listed above and the reasons for conviction; b) identification data of convicted persons; c) duration of the exclusion period as set out in the conviction sentence.	a) Date: [.....], Duration of conviction [.....] Reasons: [.....] b) [.....] c) duration of the exclusion period [.....]
3) In case of conviction, what measures have been taken by the economic operator to prove its reliability (self-cleaning)?	[Indicate measures taken]

B: Reasons for exclusion related to the payment of taxes, fees or social contributions

B. Payment of taxes, fees or contributions	Answer:
1) Has The economic operator fulfilled all the obligations related to the payment of taxes, fees or social contributions, in the country where it is established, in Italy and in the country where the contract takes place?	[] Yes [] No
2) <u>If the answer is no</u> , please specify: a) the country where the violation occurred; b) the amount; c) how was ascertained the non-compliance; d) remedial measures adopted to rectify it.	a) [.....] b) [.....] c) [.....] d) [.....]

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

C. Information related to insolvency, conflict of interests or professional misconduct	Answer:
1) Has the economic operator infringed, in its knowledge, any obligations on occupational health and safety, environmental, social and labor law?	[] Yes [] No
2) Is the economic operator in any of the following situations or is it subject to procedure for ascertaining any of the following situations: a) bankruptcy, insolvency proceeding, liquidation, prior arrangement with creditors, temporary receivership or other similar situations? b) has it ceased the activities?	a) [] Yes [] No b) [] Yes [] No
3) Has the economic operator been liable for serious professional misconduct?	[] Yes [] No
4) Has the economic operator signed agreements with other economic operators to distort competition?	[] Yes [] No
5) Is the economic operator aware of any conflict of interests related to its participation in the procurement procedure?	[] Yes [] No
6) Has the economic operator or a related company provided consultancy to the contracting authority or has otherwise participated in the preparation for the procurement procedure?	[] Yes [] No
7) Has the economic operator already experienced the early termination of a previous public tender or has already been ordered to pay a compensation for damages or other penalties in relation to a previous public tender?	[] Yes [] No
8) The economic operator: a) has been guilty of serious misrepresentation in supplying the information required to ascertain the absence of exclusion grounds or the compliance with the selection criteria? b) has concealed these information? c) was able to provide promptly the additional documents requested by a contracting authority? d) has attempted to unduly influence a contracting authority's decision-making process, has tried to collect confidential information that could have granted undue advantages in the procurement procedure, has provided misleading information that could have influenced significantly the decisions concerning the procurement procedure?	a) [] Yes [] No b) [] Yes [] No c) [] Yes [] No d) [] Yes [] No
9) <u>If the answer to any of the questions in this section C is affirmative</u> , please specify the occurred situations and what remedies have been taken by the economic operator to demonstrate its reliability (self-cleaning)	[Indicate measures taken]

D: Reasons for exclusion provided for by Italian law and equivalent situations provided for by the law of the country where the contract takes place

D. Reasons for exclusion provided for by Italian law and equivalent situations provided for by the law of the country where the contract is performed	Answer:
Is the economic operator in any of the following situations? 1) does apply any grounds of suspension or prohibition provided by the laws and regulations regarding criminal organizations? 2) is it subject to infiltration by criminal organizations? 3) is it disqualified from engaging in business with the public authorities or is it subject to any other sanction that implies the prohibition of contracting with the public authorities? 4) has it record of major violations in its business activities committed 3 years prior to its participation to the public procurement procedure?	1) [] Yes [] No 2) [] Yes [] No 3) [] Yes [] No 4) [] Yes [] No

5) does it respect the regulations on the right to work for people with disabilities?	5) <input type="checkbox"/> Yes <input type="checkbox"/> No
6) in case it's been victim of malfeasance and extortion committed by criminal organizations or by those who intended to facilitate the activities of criminal organizations, has it reported the facts to the judicial authorities?	6) <input type="checkbox"/> Yes <input type="checkbox"/> No
7) with reference to any other participant to the same assignment procedure, is it in a control situation or in any relationship which implies that the offers are attributable to a single decision-making center?	7) <input type="checkbox"/> Yes <input type="checkbox"/> No
8) has it concluded employment or self-employment contracts with and, in any case, has conferred assignments to former employees of the contracting authority who have ceased the employment less than three years before and in the last three years of service have exercised authoritative or negotiating powers on behalf of the contracting authority towards the same economic operator (pantouflage or revolving door)?	8) <input type="checkbox"/> Yes <input type="checkbox"/> No

PART IV: SELECTION CRITERIA

	Answer
Does the economic operator meet all the selection criteria required in the tender documents?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part V: FINAL DECLARATIONS

The undersigned person/s declares / declare formally that the information recorded in Parts from II to IV are true and correct and that the undersigned person/s is / are aware of the consequences, including criminal nature, of a serious false declaration, provided for by Italian law and local law.

The undersigned person/s hereby certifies/certify the absence of the reasons for exclusion specified in Part III and the satisfaction of the requirements specified in Part IV.

The undersigned person/s undertakes/undertake to provide to the contracting authority indicated in Part I, upon its request, the certificates and documents issued by the competent local authorities or qualified institutions/firms, which prove the authenticity of the declarations made on the requirements.

The undersigned person/s undertakes/undertake to provide to the contracting authority, indicated in Part I, upon its request, the certificates and documents of the undersigned person/s as listed below:

- 1) for the purpose of verifying the capacity of independently undertake civil liabilities: updated copy of Business License and relevant administrative documents issued by the competent Market Supervision and Administration Authority, Legal Representative Certificate in the form of a statement issued and chopped by the Company and copy of Legal Representative identity card issued by the local Public Security Bureau as a personal document;
- 2) For the purpose of verifying the good business credit standing and perfect financial and accounting rules: Proof regarding the VAT qualification of the General Taxpayer; Auditing Report (Main body expressing the auditor's opinion and the notes regarding the financial statement); Statement by the legal representative and company declaring that the company's business situation is stable and good with no risk of insolvency, Clean Bank Record issued by the relevant bank;
- 3) For the purpose of verifying the good records of paying taxes: Credit Certificate issued by the competent Tax office or copy of the status of the company in the system of the tax authority with the stamp of the company;
- 4) For the purpose of verifying the good records of paying social security funds: Social Security Payment Certificate issued by the local Municipal Human resources and Social Security Bureau;
- 5) For the purpose of verifying the absence of serious violation of law in business operations within the 3 years prior to participating in procurement activities: Record on China Judgements Online showing that there is no criminal judgement regarding the company and record on the National Enterprise Credit Information Publicity System showing no administrative penalty imposed on the company and the



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company has not been listed in the abnormal operation list or been listed in the list of serious illegal and dishonest enterprises (blacklist) within the 3 years prior to participating in procurement activities;

For the technical content service contracts, the contracting authority might request additional documentation for the purpose of proving the availability of necessary equipment and professional technical abilities for performing the contracts. That case the Company shall provide:

- a) list of employees, the workers resume, list of works and projects performed with relevant evidence;
- b) Certification of Product Quality issued by the certification institution approved by the Certification and Accreditation Administration of People's Republic of China (if applicable);
- c) Production license issued by the competent department or other relevant authority (if applicable);
- d) Introduction of Main Manufacture Machine and Sale's record of same supplies;
- e) Important technician's introduction to demonstrate the skill level of technicians.

The undersigned person/s accepts/accept, without reservations or exceptions, the provisions and conditions contained in the letter of invitation and in Annexes of the same letter, which are an integral part thereof.

[Place and date]

[name, surname and quality of the signatory /
signatories]

ATTACH COPY OF THE IDENTITY DOCUMENT OF EACH SIGNATORY.



**INFORMATION ON THE PROTECTION OF NATURAL PERSONS
WITH REGARD TO THE PROCESSING OF PERSONAL DATA
Regulation (EU) 2016/679, art. 13**

The processing of personal data is based on the principles of lawfulness, correctness and transparency to protect the fundamental rights and freedoms of individuals. For this purpose, the following information are provided:

1. The data controller is the ICE - Agency for the promotion abroad and the internationalization of Italian companies (hereinafter only ICE-Agency) which, in this specific case, operates through the Office of Beijing Office, Room 1-61, Office Building, Sanlitun DRC Diplomatic Residence Compound, N.1 Gongtibeilu Road, Chaoyang District, 100600 Beijing email pechino@ice.it, Tel. 0086 10.65973797.
2. The ICE – Agency has a person responsible for the protection of personal data that, in case of questions or complaints, can be contacted at the following addresses: ICE - Agency for the promotion abroad and the internationalization of Italian companies - Via Liszt, 21 - 00144 Rome; e-mail: privacy@ice.it.
3. The requested personal data are necessary for the selection of the economic operator to whom the contracted service will be entrusted.
4. The conferral of data is an obligation provided for by Italian law and any refusal to provide the requested data will result in exclusion from the selection procedure or from assignment.
5. The treatment will be carried out manually or electronically by specially appointed personnel.
6. The data will be communicated to the internal and external control bodies of the ICE-Agency. By signing this information, the interested party gives his consent to the communication of the aforementioned data also to the competent local authorities for their verification and to the publication of the essential elements of the contract stipulated on the client's website in accordance with Italian law on the transparency of public contracts.
7. The data shall be kept for a minimum period of 5 years from the moment when the contractual relationship completes due to completion of the execution or for any other reason, including termination due to non-compliance. This deadline is suspended if a judicial procedure is initiated.
8. The interested party may request access to their personal data and their rectification. In these cases, the interested party must submit a specific request to the addresses indicated in point 1, informing the data protection officer of the ICE-Agency the addresses indicated in point 2 for knowledge.
9. If you believe that your rights have been infringed, you can complain to the ICE-Agency Data Protection Officer. Alternatively, you can contact the Guarantor for the protection of personal data (Piazza di Monte Citorio 121, 00186 Rome, phone 0039 06 696771 (switchboard), e-mail: garante@gdpd.it, pec: protocollo@pec.gdpd.it) or the judicial authority.

[Place and date]

Signature of the interested party for
acknowledgment and acceptance

.....