

Tokyo, 14/10/2021
Prot. 0114130/21
Lotto CIG 8938017CF3

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**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.

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:

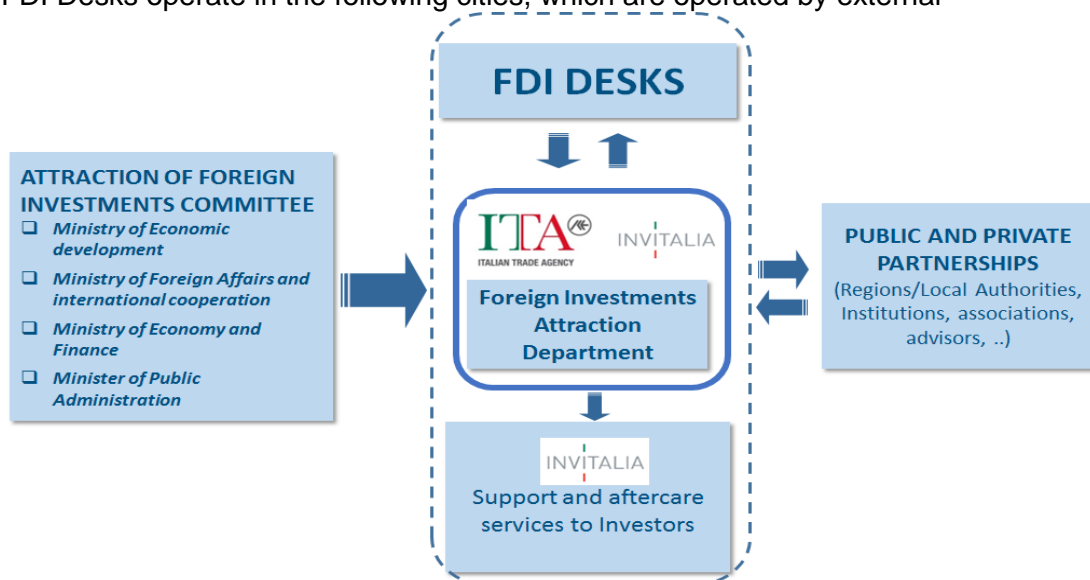
- promoting business opportunities;
- helping foreign investors to establish or expand their operations;
- supporting investors throughout the investment life cycle;
- offering high-level tutoring services for existing strategic investments.

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



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

The FDI Desk in Tokyo will be 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.
- **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;
- 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>

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.

Role Requirements:

- create and update a database of potential local investors;
- organize and manage meetings with relevant companies and organizations both in Japan and in Italy;
- 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;
- 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 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;
- 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 the ITA office in this endeavor;
- 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;
- 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 to ITA's Head Office;
- submit, at completion of the contract, a final report;
- submit activities update by using ITA CRM system, in everyday work;
- work at ITA office in Tokyo at least once a week, unless differently agreed with the Head of ITA's office in Tokyo; and
- meet with the Head of ITA in Tokyo at least four times per month in its office located in Shin Aoyama West Bldg. 16th Floor, 1-1-1, Minami Aoyama, Minato-ku, Tokyo.

The Head of the ITA Tokyo 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.

7. DURATION OF THE CONTRACT

The duration of the contract is 18 months, effective from December 1st 2021 (see “IMPORTANTR NOTICE”, page 12). 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 obliged 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 economic offer that the bidders shall present for the Contract (the “Price”) shall be no more than Yen 25,500,000 (twentyfivemillionfivehundredthousandyen) inclusive of all taxes and duties.

The Price will be paid to the Awarded Service Provider in quarterly installments in Yen, 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 index” in Article 9.

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 of the Minimum Targets in each quarter, it will receive a payment for such quarter equal to 1/6 of the Price. The quarterly payment will be adjusted upward or downward, based on the table in Article 9, up to a maximum of 100% of the amount payable with respect to any given target.

By way of example only, with respect to Meetings, the target is 200 meetings over the 6 quarters of the Contract, or 33.3 meetings per quarter, on average. Further, the Meetings target has a weighting of 15%, or Yen 3,825,000, over the entire Contract. Thus, if, in the first quarter, a target of 33.3 meetings is achieved, an amount of $1/6 \times 15\% \times \text{Yen } 25,500,000 = \text{Yen } 637,500$ 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 meetings are achieved over the life of the Contract, no more than Yen 3,825,000 will be paid for that target, cumulatively, over the five quarters of the Contract. If zero meetings are achieved, then no amount will be due for that target for that quarter.

The Price is inclusive of any disbursements, including but not limited to taxi and public transportation fees incurred for meetings and activities held in Japan, mobile and international calls, internet access, and business meals. Should any other out-of-pocket expenses be required to perform the activities required of the Awarded Service Provider under the Contract, both ITA Tokyo Office and the Awarded Service Provider, prior to such

expense being incurred, shall mutually agree upon them, according to any applicable then-current ITA Tokyo Office administrative 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:

Index	Description	Target	Weight %
Database*	Adding new contacts to the existing database of contacts based on screening of potential investors. The database will include: name and address of the company, sector, homepage, contact person, email (phone number), brief description on how the contract has been generated and what discussed, date of generation.	200	15%
Meetings*	Organization of one-to-one meetings (including video calls or telephone calls) with potential investors of proven reputation and reliability. <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, companies operating in financial services (Investment funds, Private Equity, pension funds, investment banks). 	200	20 %
Events aimed at attracting FDI	Events either autonomously organized by the Desk or participation in events dedicated to FDI attraction	Up to a maximum of 8	15 %
*Foreign Investment Research" service support to ITA Tokyo Office	Support to ITA Tokyo Office in responding to Italian investment offers addressed to foreign subjects. The "Foreign Investor Research" service is the responsibility of ITA office, the FDI Desk only provides specialist support in this field.	Up to a maximum of 15	25 %



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

Prospects*	Identifying interest in investments into Italy across several asset classes (real estate, greenfield/brownfield projects, M&A, PE/VC) based on leads guidelines & strategies provided by ITA, and providing to ITA reverse-inquiries from investors. M&A is not a priority & should not be more than 5 cases.	20** **Only leads generated in the Awarded Service Provider's contract time or leads that are the evolution of contacts initiated by the previous FDI Manager	25%
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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, 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 Yen 5,100,000 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.

The maximum bonus that may be paid for Leads will be Yen 2,500,000, and the maximum bonus for the other targets will be Yen 2,500,000, for a combined maximum of Yen 5,100,000.

Index	Description	18 Months Target	Weight %
*Leads	Identifying a specific and verified interest for investments into Italy across several asset classes (greenfield/brownfield projects, real estate M&A, PE/VC) based on opportunities and strategies provided by ITA.	10	Up to 30 (each lead 3%)
Small projects*	Completion of an investment based on the above leads of at least EUR 1mil.	-	Each contract 5%
Medium-sized projects*	Completion of an investment based on the above leads of at least EUR 5 mil.	-	Each contract 8%
Relevant projects*	Completion of an investment based on the above leads of at least EUR 10 mil.	-	Each contract 12.5%
Big projects*	Completion of an investment based on the above leads of at least EUR 50 mil.**	-	Each contract 17.5%

30%

70%

* 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 shall not be considered as a reached target.

**Among "big projects" targets maximum one investment could be related to the support of M&A operation.

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: 8938017CF3

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 November 9th 2021, 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 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, are grounds for exclusion from the procedure.

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. A report 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.
4. document attesting financial and organizational capability consistent with the services requested by this bid.
5. Documents requested for the ITA Tokyo Supplier list application: Valid Business License/Business Registration Certificate, relevant professional certificates, specific

licenses, permissions, authorizations, consents and permits needed to provide the services requested.

Incorrect, incomplete or irregular contents in envelope (“A” for documentation) can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 57/2017, 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 Tokyo Office.

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. 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 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.

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.

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.

Furthermore the technical bid must be stamped with the company seal (社判) and dated on each page.

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

Envelope C must contain only the Financial/Economic Bid", reporting the fee proposal within the cap amount of Yen **25,500,000** (twentyfivemillionfivehundredthousandyen), inclusive of all taxes and duties. 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.

The Financial/Economic Bid must also be stamped with the company seal (社判) and dated on each page.

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

<p>Please indicate <u>price information ONLY in your FINANCIAL/ECONOMIC BID</u> and NOT in your ADMINISTRATIVE or TECHNICAL DOCUMENTS as that will invalidate your proposal.</p>

Offers above the established bid amount(s) will not be accepted, as well as offers suspected to be “abnormally low” according to Art. 97 of Legislative Decree No. 50/2016.

IMPORTANT NOTICE

Please notice that the budget for the implementation of the contract for the service hereby required has not been yet authorized by the competent Authority. Hence, ITA Tokyo Office reserves the right to receive the submissions within the terms described below, but to open them only upon receiving the necessary budget authorizations.

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. For the reasons above, the contract’s starting date might be postponed.

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 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	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

The evaluation of the Technical Bid 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	0.75
Good	0.50
Poor	0.25
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.

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.

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 (Article 69 of the Directive 2014/24/EU)

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 (Article 13, paragraph 1, point b of the Decree No. 192 - November 2nd, 2017).

12. BID EVALUATION COMMITTEE, OFFER OPENING

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

- **Public Session, November 11th, 2021, 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 that 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. 83, Par. 9 of Legislative Decree No. 57/2017, in the event that the documents or declarations submitted by the bidder are not fully compliant with the request, ITA 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, November 11th, 2021, at 12:00 (TBC):** opening and checking the content of envelope B “Technical Bid”.
Any Technical Bid not in line with the requirements set forth by Articles 6, 9 and 10 shall disqualify the bidder from the tender.

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 in one or more **Closed Sessions** (November 11th, 2021, following the Public Session), to review and evaluate the content of envelope “B – Technical Bid”, 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 Financial/Economic bid.

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

- **Public Session, November 15th, 2021, at 10:00 am (TBC):** 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 three public sessions will be held at the Trade Promotion Section, Embassy of Italy - Shin Aoyama West Bldg. 16th Floor, 1-1-1, Minami Aoyama, Minato-ku, Tokyo 107-0062 – Japan

The sessions may be attended only *online* by one authorized representative 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 Financial/Economic bids, 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

The Awarded Service Provider must submit a financial guarantee by bank transfer that amounts to **10%** of the Price, before signing the agreement and with expiration date 10 days after the termination of the service contract. This amount could be reduced to **5%** in case the Awarded Service Provider has obtained an ISO certificate of quality. In this case the Awarded Service Provider must deliver a copy of the ISO quality certificate to ITA Tokyo. The expenses to obtain the performance bond or a letter of credit shall be borne by the successful bidder.

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.

14. LIQUIDATED DAMAGES

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

- 1) ICE Tokyo reserves the right to apply a penalty of 0.1% of the contract amount for each meeting/contact/event/lead below the minimum targets as set out in the relevant table in section 9 "Performance Indices" 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;

together “**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

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 Giovancarlo - 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

The companies participating in the bid have been exempted from paying any contribution fee. (Ministerial Decree 192/2017 of the Italian Ministry of Foreign Affairs)



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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 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. 57/2017.
- 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.



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Attachment 1

CIG 8938017CF3

MODEL FOR THE ECONOMIC OFFER

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

Economic offer

(N.B. Multiple and/or conditional offers will not be considered)

Economic offer	In numbers: _____ In letters: _____
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Signature _____

Company name _____

Name and Surname in block letters _____

Position _____

Date _____