



ITALIAN TRADE AGENCY

ICE - Agenzia per la promozione all'estero e
l'internazionalizzazione delle imprese italiane
意大利对外贸易委员会上海代表处

Shanghai Office

GUIDELINES: RULES AND REGULATIONS FOR SELECTION OF CONTRACTORS AND SUPPLIERS BY ITALIAN TRADE COMMISSION – SHANGHAI OFFICE (ITC)

For the purposes of regulating ITC's procurement process, protecting rights and interests of ITC and other parties involved in the procurement process, improving economic efficiency and ensuring quality and fairness in the procurement process, this Guideline is hereby formulated.

This Guideline stipulates the procedures of selection and enrolment for contractor and suppliers who are listed on the "List of Contractors/Suppliers" which is created and recorded by the Office of the ITC.

This Guideline supersedes and replaces any and all prior guidance and/or rules and/or regulations on the subject matter, whether oral or written, and sets forth the entire Guideline with respects to the subject matters contained herein. Any amendment to this Guideline must be in writing by ITC.

ARTICLE 1 DEFINITIONS

For the purposes of this Guideline, the term "Procurement" means the obtaining of goods, projects and services in the form of contracts for consideration, including by acquisition, lease, appointment, and employment etc.

For the purposes of this Guideline, the term "Goods" means all types and categories of articles including furniture, equipment, tools, machineries and other products etc.

For the purposes of this Guideline, the term "Services" means the objects of procurement other than goods, such as all kinds of professional advisory service, advertisement and commercial promotion, exhibition and trade fairs, etc.

ARTICLE 2 STRUCTURE OF THE LIST OF THE CONTRACTOR AND SUPPLIERS

According to the objects of procurement, the contractors and suppliers listed on the List of the Contractor and Suppliers are classified into 5 categories:

Category A: ORGANIZATION OF EXHIBITION AND TRADE FAIRS

Category B: SUPPLY OF OFFICE EQUIPMENT

Category C: FURNITURES AND TOOLS/MACHINERIES FOR OFFICE

Category D: CONTRACTORS SERVICES AND RENOVATION

Category E: CONSULTANCY SERVICES AND ADVISORY

One contractor or supplier is allowed to be listed under 2 categories.

All contractor or supplier are required to indicate under which category they are listed, in no way for one

contractor or supplier be listed under 5 sub-categories.

The business scope of each listed contractor or supplier must be matched to the category under which it is listed.

A detailed list of categories of goods and service is publicized on ITC's official website www.ice.gov.it, in the section dedicated to the selection of Contractors.

ITC is entitled to accept the applications only for those goods and services needed ITC.

ARTICLE 3 REQUIREMENT FOR CONTRACTORS AND SUPPLIERS

To participate in the ITC's procurement activities, a contractor or supplier shall satisfy the following criteria:

- Legally established according to the applicable laws and regulations of its registration country and obtain a valid Business License issued by the local competent authority; where the contractor or supplier is a natural person, he/she is required to provide his/her valid ID documents, such as ID Card or passport;
- Have the capacity to bear civil liability independently;
- Have a good commercial reputation and sound financial accounting systems;
- Have a good record of paying taxes and social insurance in accordance with the applicable laws and regulations;
- Have no record of material violations in its business activities in the past three years;
- Have the necessary equipment and professional and technical competence required for performance of the contract;
- Respect and observe all the relevant labour and employment laws, and employ workers according to the applicable laws and regulations;
- Never breach any contracts with ITC in the past three years; and
- Other criteria stipulated in relevant laws and administrative regulations (if any).

N.B. where the contractor and supplier is a profession association, each member of such association must fulfill the abovementioned criteria.

ARTICLE 4 APPLICATION INSTRUCTION

The applicants shall send the application form here attached to this e-mail address:

shanghai@ice.it

The Application Forms need to be signed by the Legal Representative of the applicant; the signed Application Forms shall be sent by a certified official e-mail address of the contractor and supplier to shanghai@ice.it in the following way:

- If signed manually, the documents need to be scanned together with a copy of the identity document of the person who has signed them;
- If signed in a digital way, the documents need to be scanned without any identity documents.

Further to these documents also other documents are needed for the selection as indicated here below by Article 5.

Please note that the fulfilment of the documents online doesn't mean that the applicants have been selected or included in the List of Contractor and Supplier. ITC reserves sole discretion to determine which contractor and supplier is selected.

ARTICLE 5 DOCUMENTS NEED TO BE PROVIDED BY APPLICANTS

For individual applicants

- Valid ID documents, such as ID Card or passport;
- Curriculum Vitae, including information such as education backgrounds, related previous experience, professional skills and professional certificates, etc.;
- References provided by previous employers or clients who purchased Goods or engaged Service from the individual applicants over the last three years; or

For company applicants

- Valid company registration documents, such as Business License, Certificate of Incorporation, etc.;
- Valid financial statements over the last three years;
- Tax registration certificates;
- Professional Certificates;
- Specific licenses or permits required in conducting sales of specific Goods or providing specific service;
- At least two references provided by previous clients who purchased Goods or engaged Service from the company applicants over the last three years; or

Additional Documents required from the Exhibition/Trade Fair Boost Setting Up/Preparation Contractor/Supplier

- 1) References related with the settings up provided during the last 3 years. The technical specification of the most important settings up. Relevant pictures need to be attached if possible. Relevant

information, such as information for each setting up realized in the specific geographic area, details of the measures of the area set up, place and materials used in the setting up, etc. shall be provided.

- 2) List of equipment required for Exhibition/Trade Fair Boost setting up usage owned by the contractor/supplier, included warehouse or the factories of the contractors/suppliers.

A contractor/supplier may be considered to be invited by ITC as an Exhibition/Trade Fair boost setting up contractor/supplier providing all abovementioned criteria are fulfilled.

ARTICLE 6 TIMELINE

All application documents shall be checked and examined within thirty (30) days from the date of receipt. Should there are any missing or incorrect contents in the application documents, ITC is entitled to require applicants to complete or correct the application documents.

ARTICLE 7 PERIODICAL INSPECTION AND REVIEWING

ITC has the right to conduct periodical inspection on documents provided by contractor/supplier, including but not limited to qualification, incorporate certificate, financial statements, professional certificates, specific certificates or permits, etc.

ITC has the right to conduct periodical review on performance of the contractor/supplier, including but not limited to quality of Goods and Service, price, continuous performance capability, performance promptness and stability, etc.

The contractor/supplier on the List of Contractor/Supplier may be removed from the list if it fails to pass the periodical inspection and reviewing conducted by ITC from time to time.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES BY CONTRACTOR/SUPPLIER'S

Each contractor/supplier shall represent and warrant to the ITC that as of the application date:

- It meets all qualifications and conditions required by the applicable laws and regulations of its country-of-incorporation;
- It is an independent legal person duly incorporated and legally in existence in accordance with the laws and regulations of its country-of-incorporation; or an individual has full and complete civil capacity;
- It has authorized its legal representative or duly authorized its representative to sign all necessary application document required by ITC;

- Its application for being listed as ITC's contractor/supplier will not: (i) violate any provision of its business license, its incorporation documents, articles of association or similar organizational documents; (ii) violate any applicable laws or any governmental authorization or approval; (iii) violate any other contract or agreement to which it is a party or any of its commitments or undertakings; and (iv) violate any verdict or arbitral award issued against it, or any order or ruling of any government or regulatory body to whom it is subject;
- No pending lawsuit, arbitration or other legal or governmental proceeding which may adversely affect its ability to perform its contractual obligation with ITC, or, to its knowledge, no such threat is in existence;
- It has disclosed to ITC all relevant documents and information issued by any competent governmental department that may have material adverse effect on its ability to fully perform its contractual obligations with ITC, and the documents previously provided by it to ITC do not contain any false, cheating, misleading or omissive information with respect to material facts.

If any of the above representations and warranties of a Contractor/Supplier are false or inauthentic in any material respect, then such Contractor/Supplier shall be deemed as intended deceiving and will be removed from the List of the Contractor/Supplier.

ARTICLE 9 DUTY OF HONESTY BY CONTRACTORS AND SUPPLIERS

All Contractor/Supplier are forbidden to involve in any of the following misconducts:

- Collude in relation to the quoted price, and shall not force out other Contractor/Supplier from fair competition, or infringe the lawful rights and interests of the ITC or public interests of society;
- Collude with ITC's staff or agency to the detriment of ITC's interests, the public interest of society or the lawful rights and interests of any other person;
- Bribe the ITC's staff or agency in order to be listed on the List of Contractor/Supplier or get the chance to enter into contracts with ITC.
- Provides forged or altered License, certificates or permits;
- Misrepresents the company's financial status or performance;
- Provides falsified resumes of and proof of employment relationship with the person-in-charge of the project or of key technical personnel;

- Misrepresents credit status;
- Other false and deceptive means.

A Contractor/Supplier will be immediately removed from the List of Contractor/Supplier once it is found involving in any of the abovementioned misconducts.

ARTICLE 10 INFORMATION UPDATE

Where there are any information filed with ITC by a Contractor/Supplier listed on the List of Contractor/Supplier are changed or updated, such Contractors/Suppliers are obliged to update such changed or amended information with ITC within 30 days from the completion date of such amendments.

The Contractor/Supplier shall timely update its amended information on email: shanghai@ice.it

ARTICLE 11 REGULAR UPDATE OF THE LIST OF CONTRACTOR/SUPPLIER

The List of Contractor/Supplier shall be updated at least once a year.

Each Contractor/Supplier has to proactively update its information by sending an email to pechino@ice.it once a year. By sending this e-mail each Contractor/Supplier has to demonstrate that they still own the requirements of integrity and respectability.

Fail to update its information per ITC's requirement within the required time limit, the Contractor/Supplier may be removed from the List of Contractor/Supplier by ITC.

ARTICLE 12 EVALUATION OF THE SELECTED CONTRACTORS/SUPPLIERS

The selected Contractors/Supplier who receive the commitment to provide Goods or Service to ITC are evaluated by the Italian Public Administration office called RUP and the related officer.

The evaluation of the selected Contractors/Supplier is based on a scoring system ranking from 1 to 5. (1 refers to really low; 2 refers to not sufficient; 3 refers to sufficient; 4 refers to good; 5 refers to excellent).

For each Category there are different criteria for the evaluation (not only under a technical point of view but also with reference to the timelines for the supply, quality of the good/service provided, numbers of any malfunctions, problem solving).

The evaluations are examined also by Beijing Office, who elaborates an average of scores for each contract. The number of scores got in this way is relevant also for future selections.

If the Contractor/Supplier agrees more than one contract with the Administration, each contract is subject to an evaluation and each evaluation is take in consideration for an average general score.

ARTICLE 13 TEMPORARILY REMOVED FROM THE LIST

A Contractor/Supplier may be temporarily removed from the List due to the occurrence of any of the following

situations:

- A Contractor/Supplier may be temporarily removed from the List for a time of period between 6 months and 1 year if such Contractor/Supplier got an evaluation under 3 points/scores.
- A Contractor/Supplier may be temporarily removed from the List if it involves in any litigations or arbitration procedure against ITC until such legal procedures fully completed.
- A Contractor/Supplier may be temporarily removed from the List if there are any necessary information required by ITC are missing.
- A Contractor/Supplier may be temporarily removed from the List if there are any delay in delivery of the Goods or Service.

The decision of temporarily removal of a Contractor/Supplier from the List shall be made by the director of Beijing Office.

The Contractor/Supplier temporarily removed from the List may be added to List again once the abovementioned situations are thoroughly corrected or eliminated. However, there is still the possibility that the Contractor/Supplier temporarily removed from the List may be permanently removed from the List if the abovementioned situations are not corrected or eliminated within the given time limit, or even deteriorated.

The communication between ITC and the Contractor/Supplier regarding the temporarily removal shall be conducted via the certified e-mail address of the Contractor/Supplier.

ARTICLE 14 PERMANENTLY REMOVED FROM THE LIST

A Contractor/Supplier may be permanently removed from the List due to the occurrence of any of the following situations:

- A Contractor/Supplier may be permanently removed from the List if such Contractor/Supplier be ranked less than 3 scores for any Goods or Service supply.
- A Contractor/Supplier has already been temporarily removed from the List for at least 3 times over the past 3 year.
- A Contractor/Supplier has already been excluded by the selection of other public administration.
- A Contractor/Supplier is responsible or liable for any breach of contracts.
- A Contractor/Supplier may be removed from the List if it fails to meet the requirement listed in Article 3 of this Guideline.

- A Contractor/Supplier may be removed from the List if it fails to provide the documents listed in Article 5 of this Guideline, or the documents and certificates contains false and/or inauthentic information.
- A Contractor/Supplier may be removed from the List if it fails to pass the periodical inspection and reviewing conducted by ITC according to Article 7 of this Guideline.
- A Contractor/Supplier may be removed from the List if any of its representations and warranties listed in the Article 8 of this Guideline are proved to be false or inauthentic in any material respect.
- A Contractor/Supplier may be removed from the List once it is found involving in any of the misconducts listed in Article 9 of the Guideline.
- A Contractor/Supplier may be removed from the List if it fails to update its information according to Article 11 of this Guideline for 2 years.
- A Contractor/Supplier shows lack of interest in the commercial negotiation, such as lack of communication, lack of reply without reasonable grounds for at least 3 quotation over the past 2 years.

For the first 9 situation abovementioned, the communication regarding on removal from the List shall be conducted between ITC and the Contractor/Supplier via certified email address; for the last 2 situations abovementioned, no communication is provided.

For the last 2 situations abovementioned, the removed Contractor/Supplier could apply for being added in the List after two years from last removal.

The decision of permanently removal of a Contractor/Supplier from the List shall be made by the director of the Shanghai Office.

ARTICLE 15 PRIVACY

All the information and data transmitted by each Contractor/Supplier to ITC according to this Guideline are collected and managed by ITC solely for the purpose permitted by the applicable laws and regulations of China.



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ARTICLE 16 CONFIDENTIALITY

During the application of been enrolled on the List of Contractor/Supplier, the applicants may have access to the trade secrets of ITC.

All Contractors/Suppliers expressly acknowledge the confidentiality and the intellectual property character of trade secret of ITC, each Contractor/Supplier undertakes to retain in confidence trade secret of ITC and guarantees that its employees, representatives and agents will retain in confidence the same in accordance with this Guideline.

Each Contractor/Supplier or any of its employees, representatives or agents shall not be released from their confidentiality obligations under this Guideline in any case unless: a) trade secret becomes public; or b) the other party has released it from such obligation in writing, even if this Guideline is terminated.

ARTICLE 17 ANTI-CORRUPTION

Each Contractor/Supplier represents that in connection with its application of been enrolled on the List of Contractor/Supplier under according to this Guideline and provided Goods and Services to ITC, it will not commit any act which violates or may violate any laws or any rules or regulations of any governmental, regulatory, or administrative authority (Applicable Laws of China), including without limitation any act which confers, directly or indirectly, any unlawful benefit (whether under the laws of China or an applicable foreign jurisdiction) on any official of any government or governmental, regulatory or administrative authority, or any other person or where such offer, payment or gift is intended to influence a decision in a manner that is inconsistent with ITC's policy of conducting business fairly and ethically.

Each Contractor/Supplier shall represent that it is in compliance with all applicable anti-corruption laws and regulations in China, and that it has not taken, and shall not take, any action that would cause ITC to violate any such anti-corruption laws and regulations, which includes offering, paying, giving, promising or authorizing the payment of any money, gift or anything of value to; (1) any government official (defined as any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, including state-owned or state-controlled enterprises and public international organizations, as well as a political party or official thereof or candidate for political office), or (2) any person the Contractor/Supplier knows, or has reasons to know, that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any government official. Each Contractor/Supplier agrees that should it learn, or have reason to know, of any payment or transfer (or any offer or promise to

pay or transfer) that would violate applicable anti-corruption laws and regulations, it shall immediately disclose it to ITC.

ARTICLE 18 DISCLAIMER

ITC shall not bear any responsibility and/or liability for any losses and/or damages incurred because of any decision made and/or action taken by the Contractor/Supplier based upon and/or having any connection with any such content or information in this Guideline.

This Guideline is solely for the purpose of the Contractors/Suppliers' reference on how to apply to be enrolled on the List Contractor/Supplier of ITC. ITC reserves full rights to update, amend and interpret this Guideline.

The Articles in this Guideline are intended to be substituted, amended, revoked or automatically cancelled if it is not comply with the current applicable laws and regulations of China. Should any Article of this Guideline be, for any reason whatsoever, invalid or unenforceable, the remaining Articles shall not be affected by this invalid or unenforceable.