



ITALIAN TRADE AGENCY

ITA Beijing Office

Date: 15/11/2023
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COAN: U23CS007G1
Dec. Contr. n. 4525/23 del 15/11/2023

**INVITATION TO BID (“ITB”) FOR THE PROVISION OF THE FOLLOWING SERVICE:
“PROMOTION AND INFORMATION ON CHINA’S MACHINE TOOLS INDUSTRY,
MARKET AND REGULATIONS” ON BEHALF OF THE MACHINE TOOLS 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:

ITA – Italian Trade Agency
Beijing Office
Unit 1, 6th floor, Sanlitun Diplomatic Residence
Compound
Gongren Tiyuchang North Rd. Chaoyang District –
100600 Beijing
T: +86 10 65973797 F: +86 10 65973092
E: pechino@ice.it - W: www.ice.it

Certificate N. 38152/19/S
ISO 9001 / UNI EN ISO 9001:2015

Member of CISQ Federation



- 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 and a FDI (Foreign Direct Investments) Desk have been set up for IPR-related activities and for facilitating the attraction, establishment and development of foreign companies in Italy.

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

3. THE BID: DESCRIPTION OF REQUESTED SERVICES

ITA is currently looking for a service provider for a Machine Tools Desk (hereinafter, "MT Desk") that should operate on behalf and under the guidance and supervision of its Beijing Office. Terms of reference will be to collect and organize information on China's machine tool (hereinafter, "MT") industry and market trends and identify opportunities, barriers, government incentives, regulatory framework and policies; to promote knowledge sharing on the above mentioned items; to facilitate Italian companies' first approach to China's MT market by elaborating market entry strategies and addressing their assistance and information needs.

These services shall be articulated along three macro areas: **information, knowledge sharing, support and promotion**. They will be outlined as follows:

Information

- Monitoring China's MT policies evolution, growth drivers, competitors landscape, barriers and opportunities for Italian companies;
- assessing China's MT market size, demand, segmentation and competitor prices;
- identifying MT high-potential customer geographies and clusters in China;
- reporting MT-related innovation and product development trends in China;
- monitoring MT-related regulatory developments in China and potential shifts therein;
- identifying MT-related bids, incentives, subsidies at national and local level in China;

Knowledge sharing

- Information sharing on China's MT sector through newsletters and periodical reports;
- sharing statistical data on relevant target sectors in the Chinese market;
- sharing updates of China's MT regulatory framework and import duties;

- creating and feeding a database of China-based distributors and operators potentially interested in accessing Italian MT technologies.

Support and promotion

- Addressing specific requests by Italian companies concerning China's market;
- elaborating strategies to facilitate Italian companies access to China's MT market;
- supporting promotional activities in China already included in ITA's promotional plan;
- promoting Italian excellence in the MT sector in China through promotional missions, study tours, etc.;
- facilitating contacts with China's public and private funding channels and players.
- participating in MT-related trade fairs and events in China;

The MT Desk will carry out these tasks taking also into account the promotional activities started on site in previous years, which led to the drafting and updating of a report on the development of China's MT sector (MIC2025 Industrial Development Plan).

4. SERVICE PROVIDER AND APPOINTED MT DESK MANAGER

The awarded service provider (the "**Awarded Service Provider**") will work under the guidance and supervision of the Director of ITA Beijing and in close and constant coordination with UCIMU, the Italian manufacturers' association for machine tool, robots, automation systems and ancillary products.

The service provider shall possess the following requirements:

- be based and registered in the PRC;
- in depth knowledge of China's MT market, main players and geographical clusters;
- in depth knowledge of China's MT policy ecosystem, institutions and agencies in charge of laws, regulations, incentives;
- extensive network of contacts within China's private and public sectors;
- an in-depth understanding of:
 - manufacturing and advanced manufacturing;
 - manufacturing-related consultancy services;
 - experience with an investment promotion agency.
- knowledge of the Italian MT ecosystem;
- relevant professional experience both in PRC and Italy is preferential.

The Awarded Service Provider will be responsible to appoint a well-qualified manager (referred to herein as the "**Appointed MT Desk Manager**") who will act as an interface between ITA in Beijing and its counterparts in Italy, as well as periodically liaise with UCIMU.

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**”.

5. DELIVERABLES

The deliverables of the MT Desk will be the following, articulated along the three main areas of activities.

Information

- Collection of up-to-date information on the items described in Article 3;
- organization of the collected information into databases, reports, archives that shall be easily accessible to ITA Beijing and UCIMU;
- regular review and update of the abovementioned information.

Knowledge sharing

- Production of in-depth reports on the MT sector in China, which shall also contain suggestions and actionable strategies to enter China’s market;
- creation of periodical newsletters reporting import duties, policy updates, case studies, etc.;
- Webinar/seminar to share research results for the benefit of Italian companies.

Promotion

- Internal sharing of outcome of meetings with China’s public entities, associations, private players;
- organization of promotional events in China with B2B sessions;
- participation in MT-related fairs or events in China;
- organization of a study tour to China for Italian companies.

6. DURATION OF THE CONTRACT

The duration of the contract (the “Contract”) is 12 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.

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, 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 are 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.

7. ECONOMIC OFFER AND PAYMENT METHODS

The economic offer that the bidders shall present for the Contract (the "Price") shall be **no more than Euro 50.000,00 (fifty 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. The Contract will have a duration of 12 months, or 4 quarters.

ITA Beijing will also provide additional budget resources for the organization of promotional events to be agreed upon with the appointed MT Desk Manager.

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.

8. 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 MT DESK" CIG: A02B9D3DAD

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 Beijing Office, under penalty of exclusion from the tender, **no later than the 29th November 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 – 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] "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 10.

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 9, letter A):

- a) a technical report of the services offered;
- b) a descriptive report of the Appointed MT Desk Manager and, if present, the composition and skills of the supporting working group attached with the curricula of each component duly signed, including the curriculum vitae of the person to be appointed as the Appointed MT 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 requested service described in Article 3, the deliverables in Article 5 and the evaluation criteria in Chapter 9.

1 - Technical report

1. Description of methodologies, sources and techniques for collecting information on the following items:
 - China's industrial policies evolution, growth drivers in the MT sector, competitors landscape, barriers/opportunities for Italian companies;
 - monitoring MT-related regulatory and policy developments in China and potential shifts therein;
 - monitoring MT-related bids, incentives, subsidies at national and local level in China;
 - assessing China's MT market size, segmentation and competitor prices;
 - identifying MT high-potential customer geographies and clusters in China;
 - reporting MT-related innovation and product development trends in China.

2. Proposed program for sharing and disseminating knowledge, taking into account the following preferential activities:
 - Information sharing on China's MT sector through newsletters and periodical reports, **with an estimation of the number of newsletters and reports that can be published**;
 - sharing statistical data on relevant target sectors in the Chinese market, **with an estimation of the frequency of updates**;
 - sharing updates of China's MT regulatory framework and import duties, **with an estimation of the frequency of updates**;
 - creating and feeding a database of China-based distributors and operators potentially interested in accessing Italian MT technologies.

3. Proposed plan for promotion of Italian MT companies to China, including the following activities:
 - Promoting Made in Italy in the MT sector in China through promotional missions, study tours, etc., **with an indication of typology/number of events that can be carried out**;
 - facilitating contacts with China's public and private funding channels and players.
 - participating in MT-related trade fairs and events in China.

4. Organization proposal:
 - Description of proposed work routine and methods of liaison, updating and reporting to ITA Beijing and UCIMU.

II - Descriptive report

The descriptive report must contain a proposal explaining the background and relevant experience of the Appointed MT Desk Manager and, if present, the composition and skills of the supporting working group, which must explicitly contain:

- A description of the experience of the person to be appointed as the Appointed MT Desk Manager, as per requirements mentioned in Article 4. In particular, his/her network and his/her knowledge of the machine tool industry ecosystem, 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;
- if the Desk Manager is supported by a working group: 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 signed declaration by the person to be appointed as the Appointed MT 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 MT 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] "Economic Bid"

The 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 **50.000,00 (fifty thousand Euros)** 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 Economic Bid using the form provided - Attachment 1

9. EVALUATION PROCESS AND AWARDING CRITERIA

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) MACHINE TOOL DESK ACTION PLAN: | 50 |
| <i>Plan and methodology for information collecting</i> | 10 |
| <i>Proposed program for knowledge sharing</i> | 20 |
| <i>Proposed program for support and promotion</i> | 20 |
| B) STAFF EXPERIENCE The extent to which the CV of the person to be appointed as MT Desk Manager, and relevant team members, if present, meets the required profile, including his/her connections and knowledge of China and Italy's private and public sectors, industrial and commercial environment, spoken languages ability. | 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 Economic Offer, the Technical Offer must meet the minimum requirement of 40 points out of 80.

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

The overall Price should be indicated in the 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.

10. BID EVALUATION COMMISSION AND OFFERS OPENING

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

- **Public Session, 30th November 2023:** opening of the offers.

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

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

- **Public Session, date to be defined and communicated by email: opening and checking of envelope C “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 “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***

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.

11. 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.

12. 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 14 (Confidentiality), 15 (Ownership of Work Product) or 16 (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.



ITALIAN TRADE AGENCY

13. 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.

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 if there is any breach of this clause.

14. CONFIDENTIALITY

The Awarded Service Provider and the Appointed MT 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 MT 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.

15. 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.

16. RESTRICTIONS ON THE AWARDED SERVICE PROVIDER

The Awarded Service Provider further agrees and undertakes that it shall not (and shall ensure that Appointed MT 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.

17. 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.

18. 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.

19. 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.

20. 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 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: 15/11/2023 17:20:28



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.

Attachment 1

CIG: A02B9D3DAD

ECONOMIC OFFER

INVITATION TO BID (“ITB”) FOR THE PROVISION OF THE FOLLOWING SERVICE:
“PROMOTION AND INFORMATION ON CHINA’S MACHINE TOOLS INDUSTRY,
MARKET AND REGULATIONS” ON BEHALF OF THE MACHINE TOOLS 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 50.000,00 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: | <i>ITALIAN TRADE COMMISSION – ITA BEIJING</i> |
| Title or brief description of the contract: | <i>PROMOTION AND INFORMATION ON CHINA'S MACHINE TOOLS INDUSTRY, MARKET AND REGULATIONS</i> |
| CIG | <i>A02B9D3DAD</i> |

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) If the answer is no, 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? | <input type="checkbox"/> Yes <input type="checkbox"/> 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) <input type="checkbox"/> Yes <input type="checkbox"/> No b) <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Has the economic operator been liable for serious professional misconduct? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Has the economic operator signed agreements with other economic operators to distort competition? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Is the economic operator aware of any conflict of interests related to its participation in the procurement procedure? | <input type="checkbox"/> Yes <input type="checkbox"/> 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? | <input type="checkbox"/> Yes <input type="checkbox"/> 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? | <input type="checkbox"/> Yes <input type="checkbox"/> 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) <input type="checkbox"/> Yes <input type="checkbox"/> No b) <input type="checkbox"/> Yes <input type="checkbox"/> No c) <input type="checkbox"/> Yes <input type="checkbox"/> No d) <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9) If the answer to any of the questions in this section C is affirmative, please specify the occurred situations and what remedies have been taken by the economic operator to demonstrate its reliability (self-cleaning) | <i>[Indicate measures taken]</i> |

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) <input type="checkbox"/> Yes <input type="checkbox"/> No 2) <input type="checkbox"/> Yes <input type="checkbox"/> No 3) <input type="checkbox"/> Yes <input type="checkbox"/> No 4) <input type="checkbox"/> Yes <input type="checkbox"/> 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



ITALIAN TRADE AGENCY

Information Publicity System showing no administrative penalty imposed on the company and the 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@gpdp.it, pec: protocollo@pec.gpdp.it) or the judicial authority.

[Place and date]

Signature of the interested party for
acknowledgment and acceptance

.....