

Object: Request for quotation

BUSINESS DEVELOPMENT IN GERMANY

for Piedmontese companies involved in the following sectors: agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and green chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications

CEIPIEMONTE invites you to tender for the provision of the service and activities listed below in the following countries: **GERMANY** (hereinafter referred to as "*the Country/ies*").

Since it is not possible for CEIPIEMONTE to provide for the services that will be required, this procedure is launched by the framework contract system, in order to be able to obtain offers from the successful tenderers also for services other than the ones mentioned below.

This request for quotation is regulated by the article 36, of the D.Lgs. 50/2016.

Foreword

Centro Estero per l'Internazionalizzazione S.c.p.a. (Piemonte Agency for Investments, Export and Tourism, hereinafter "CEIPIEMONTE") was established under Regional Law No. 13/2006 in order to rationalize and coordinate the measures aimed to support the internationalisation of Piemonte SMEs and regional economy. Regione Piemonte (Piemonte Regional Authority), in agreement with the Chambers of Commerce, Industry, Trade, Handicraft and Agriculture of Piemonte, promoted a unification process of the entities previously responsible for these functions and set up CEIPIEMONTE, which since 2007 has been operating, as mandated body of its Members. CEIPIEMONTE is one-stop-shop "Help Office" specialized in: (i) providing customised assistance to SMEs active in a wide range of sectors for their market access and business development operations; (ii) developing investment Promotion activities

CEIPIEMONTE is the implementing agency of Regione Piemonte for internationalisation; most activities are developed under the framework of the so-called "PIF" – Progetti Integrati di Filiera (Integrated Sector Projects) financed by Regione Piemonte through the ERDF – European Regional Development Fund POR FESR 2014-2020

Target sectors (hereinafter referred to as "the Sectors") include:

- Agribusiness
- Aerospace
- Automotive
- Mechatronics
- Textile
- Clothing, Design and Luxury
- Cleantech and Green chemistry including environment, green building, energy and renewables and related infrastructures
- Health & Wellness
- ICT applications and innovative solutions for the above mentioned Sectors

1. Object of the service and related technical features

This procedure is aimed, by the framework contract system, at selecting up to 5 (five) international qualified senior experts or specialized organizations, highly experienced in the Sectors, that will undertake market access support and business promotion actions in **GERMANY**. The promotion actions are due to encourage Piedmontese companies, hereinafter referred to as "*the beneficiary company/ies*", to find new opportunities and access/strengthen business on foreign markets.



Multiple framework contract in cascade will be concluded separately, but in identical terms (as regards duration, subject and implemented conditions), in the form of an open contract, which does not commit CEIPIEMONTE to the maximum total amount within which CEIPIEMONTE will establish, according to a discretionary assessment of its requirements, the amount of benefits due.

For this reason, nothing will have to be claimed by the successful tenderer beyond the payment of the services provided at the agreed prices and conditions.

The framework contract themselves are not an order for services and do not constitute a financial commitment. The framework set the basis for the services which CEIPIEMONTE may request. CEIPIEMONTE may order specific services under the framework and consequently sign the order forms.

Signature of the framework does not commit CEIPIEMONTE to order specific services and does not give the contractors any exclusive rights to the services covered by the framework contracts.

Experts will be selected on the basis of the most economically advantageous offer. A ranking will then be drawn up resulting from technical and economic evaluations.

The maximum number of contractors with whom CEIPIEMONTE shall conclude framework contract is set out to five (5) contractors in descending order and who achieved the highest scores during the award of the framework contract.

Each bidder may submit bids for one or more Lots. The bidder interested in multiple Lots must submit the technical bid required for each batch and also indicate the economic offer for each. Any bid submitted for a particular Lot must cover all the work required for that Lot.

The services will be commissioned to the first in the list, except for Lot 2 "Identification and Incoming of foreign player", for which the request will be sent to all 5 awardees.

CEIPIEMONTE undertakes no obligation on the minimum requests for which the contractor(s) might be requested to perform the activities.

Following the present procurement procedure, CEIPIEMONTE will sign the framework with the selected contractors. The framework sets the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract duration.

2. Duration, termination and total value of the service

The procedure will be carried out from the date of award of the service, until December 31st 2018. Exception is made in case both parties withdraw with a fifteen-day-written notice or even without notice in case of Projects' interruption or suspension for any cause.

The estimated maximum total value of this procedure is € 39.200,00 (EUR thirty nine thousand two hundred/00) + VAT - if applicable - for the duration of the contract according to the deadlines stated at Point #1. This procedure admits the selection of more than one contractor. Each Action/Lot may be awarded to one or more of the awardees.

Please note: this amount is not to be intended per awardee. The contractor(s) will be entitled to invoice only the amounts relevant to the activities performed in the framework of the awarded Action/Lot(s).

3. Detail of the activities in each Action/lot

3.1 Detail of the activities the contractor(s) will perform in each Action/Lot

N.B.: The payment of the performed activities is intended as "pay-as-you-go".

ACTION/LOT 1

Monitoring of market opportunities, market intelligence and information support on market and sector trends, key events and players, follow-up of initiatives.

Activities included in Action/Lot 1:



- a) To analyze and provide economic and statistical data on market and sector trends, Foreign Direct Investments from and in the Country and provide country facts and industry short reports to CEIPIEMONTE.
- b) To provide information on key events taking place in the Country which are significant for CEIPIEMONTE and the Sectors indicated in this request for quotation.
- c) To provide Information on local incentives for business and/or investment operations, project financing opportunities deriving from projects in pipeline financed by public entities, namely national and/or international donors, as well as private financiers, local legislation on such technical subjects as: corporate law, fiscal and customs procedures.
- d) To provide information on national and international tenders launched by local and international donors and assist in local partner identification when needed for the tender.

Estimated enquiries: from 0 to 8 enquiries/year

ACTION/LOT 2

Identification and incoming of foreign players.

The Action consists in identifying and inviting to Torino-Piemonte qualified buyers, developers, contractors, clients from the Country/ies in order to meet beneficiary companies which potentially match their needs.

The Action can be performed upon request for identification of foreign players that will participate in scheduled events taking place in Piemonte activities involved in Action/Lot 2:

- a) To analyze products and services of the beneficiary companies involved in the event.
- b) To perform preliminary evaluation to assess the market potential and elaborate a pre-feasibility report on the basis of the results.
- c) To identify local players, including buyers, contractors, developers, clients, analyze their needs/demands, share profiles with CEIPIEMONTE in order to matchmake with offers from the beneficiary companies involved in the event.
- d) On the basis of the potential matching opportunities, to invite the buyers approved by CEIPIEMONTE to Torino-Piemonte for b2b schedules at the venue of the event and/or at the premises of the involved beneficiary companies.

N.B. CEIPIEMONTE will pay, upon receipt of the related invoice from the contractor(s), only the amounts relevant the approved profiles (buyers, contractors, developers, clients) that will take part in the event organized in Piemonte. No amount will be paid to the contractor(s) for unselected profiles.

Estimated No. of foreign players to be invited in Piemonte: from 0 to 8 players

ACTION/LOT 3

Market Access and Business Development Support.

The Action consists in developing pre-feasibility study, individual market research, positioning strategies, partner search, scheduling b2bs with potential counterparts located in the Country/ies (mission), follow-up actions. This Action can be performed on an individual basis for a beneficiary company asking for this assistance as well as on the occasion of a business mission involving a certain number of companies.

Activities involved in Action/Lot 3:

Phase 1 :- Feasibility assessment and Partner Search

- To assess products/service portfolio of beneficiary companies interested in having access to the market of and develop business operations in the Country/ies.
- To perform a feasibility assessment to identify the market potential for the beneficiary company product/service portfolio.
- To identify potential local counterparts – Partner search - which can match the company's cooperation request/offer. This activity represents the first outcome that has to be shared with CEIPIEMONTE and the beneficiary company. In case the result of the evaluation of this first outcome is not favourable as the identified counterparts are considered "not fully suitable" to the beneficiary company request, the Partner Search will be integrated and/or revised to provide a Second Outcome.
- To promote the beneficiary company's portfolio to the selected prospects located in the Country/ies on the basis of the above mentioned shared evaluation. The contractor(s) will contact prospects in the Countries and prepare a detailed report of the contacts made with related feedback. A list of local counterparts that have confirmed their interest will be prepared and submitted to CEIPIEMONTE – Final Outcome. The final list will be supplied by CEIPIEMONTE to the beneficiary companies for evaluation.



Phase 2 (subsequent to Phase 1): - Organization of B2B agenda and Follow-up

- To set up b2b schedules in the Country/ies for the interested beneficiary companies with local potential counterparts identified in Phase 1.
- To provide on-site assistance to the beneficiary companies on logistics preparing their mission – e.g.: hotel accommodation/reservation, information on public transports, flight details and additional useful information.
- To provide onsite assistance to beneficiary companies during the mission and co-attend b2bs.
- To follow up negotiations, contracts or any other kind of business agreements/partnerships started by the parties resulting from the b2bs held.

N.B.(1) Phase 2 can be performed for a beneficiary company only if Phase 1 has been completed for the same company. Phase 2 might be requested by the company later in time, once evaluated results of Phase 1. Beneficiary companies are not obliged to request for Phase 2.

N.B.(2) The contractor(s) might suggest that CEIPIEMONTE organize the B2Bs during existing events scheduled in the Country/ies, if this proves to be functional and advantageous to improve visibility of the involved beneficiary company/ies. CEIPIEMONTE cannot predict the minimum and maximum number of companies willing to take part in the b2bs scheduled in the Countries.

N.B.(3) CEIPIEMONTE will pay, upon receipt of the related invoice from the contractor(s), only the amounts for B2Bs scheduled. No amount will be paid to the contractor(s) for unselected prospects in the Countries.

Estimated No. of Market Access and Business Development Assistance packages: from 0 to 5 requests

ACTION/LOT 4

On-site Visibility campaign and promotional event management.

The Action consists in providing organizational support for: (i) visibility and promotion activities of Piemonte economy organized by CEIPIEMONTE and/or promoted by its shareholders; (ii) events taking place on site in which participation of beneficiary companies is foreseen.

Activities included in Action 4:

- a) To provide support to CEIPIEMONTE in the organization of on site events to promote Piemonte economic values, sectors, project, business cooperation and investment opportunities. The contractor will assist CEIPIEMONTE in the promotion of the event, invitation to and recruitment of participants, logistic support for conference venue and related services, relationship with media and promotion through social network.
- b) In case of existing events/fairs where Piedmontese companies take part, provide support to CEIPIEMONTE for assistance to participating companies, including logistic support, visit to companies in their booth or collective space run promotional activities to inform local companies about the presence at the event of Piedmontese companies.

Estimated No. of events: from 0 to 1 event

ACTION/LOT 5

Business Credibility reports.

The Action consists in providing credibility reports concerning the status of a company located in the Country/ies.

On the basis of the request of information issued by CEIPIEMONTE to the contractor of behalf of beneficiary company/ies concerning a company located in the Country/ies, the contractor will provide CEIPIEMONTE with a detailed Business Credibility Report which include: (i) identification data of the company including information on shareholders, managing bodies, branch offices in the Country/ies and abroad (ii) financial information including financial statements details, financial solvency, (iii) existing pending issues if any.

Estimated No. of requests: from 0 to 4 requests

ACTION/LOT 6

Investor/financiers identification.

Involving identification of potential investors and possible organization of meetings with potential investors. The Action consists in acting as a *Front Desk* to promote Piemonte investment opportunities.



Activities included in Action/Lot 6:

- a) To promote the investment opportunities of Piemonte area and identify potential corporate investors or financial players interested in investing in Piemonte (company/branch start up, research/innovation centre start up; mergers & acquisition).
- b) To assist CEIPIEMONTE in the organization of on site meetings with institutional players, potential corporate investors and/or financiers.

Estimated No. of investors profiles confirmed by CEIPIEMONTE: from 0 to 1 investors

3.2 How to implement the services in all 6 lots:

Since the terms in the framework agreement are sufficiently precise, requests for such services will be initiated by sending a specific order. Each order will have a number of the procedure CIG and a derived CIG.

CEIPIEMONTE will send by e-mail an order form with task descriptions to the contractor who is ranked first in the cascade.

Within three (3) days the contractor must send:

- a) the order form back to CEIPIEMONTE signed and dated, or
- b) explanation of why it cannot accept the order.

If the contractor does not accept the specific order form or fails to observe the deadline or if it is in a situation of conflicting interest that may negatively affect the performance of the specific service request, CEIPIEMONTE may place the order with the next contractor on the cascade. The same deadlines will apply when requesting services to the next best ranked contractors.

If CEIPIEMONTE needed a service not included in the list of this procedure, CEIPIEMONTE will require the 5 awardees to quote for the provision of the requested service, and this will be the subject of an additional order.

For all Actions/Lots indicated in this Request for Quotation, the contractor(s) will supply CEIPIEMONTE with a detailed report of the activities accomplished, all the contacts made (e.g. copies of business cards), potential critical issues (if any), work in progress and recommended follow-up solutions.

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ADDITIONAL ACTION/LOT - OPTIONAL

Business Accelerator Support.

The request concerning this Action/Lot is exclusively for informational purposes in order to identify the organization/s able to provide this type of service and the related quotation.

This Action/Lot and related financial offer will be taken into consideration exclusively for informational purposes and will not be part of the technical and financial evaluation of this Request for Quotation.

The contractor able to provide these services and interested to submit an estimate of costs is requested to detail costs for each service package described above and mentioned below.

The services related to this additional lot will be commissioned by the bidder who has offered the best price. This service will therefore be the subject of further reliance on the first ranked tenderer.

The Tasks of this additional Action/Lot include 3 different Sub-Actions/Lots:

a) On site specialized support (Temporary Manager)

A yearly continuous one-to-one service for customized business development / market opening activities in favour of the beneficiary company/ies in the Country/ies of this request for Quotation.

The contractor(s) will make available 1 (one) onsite dedicated person – Temporary Manager (TM) for 1 year on behalf of beneficiary company/ies asking for this service to CEIPIEMONTE.

The TM will:

- i) Analyze the positioning of the benefitting beneficiary company/ies, identify the best access channels in the relevant markets
- ii) Make a complete analysis of competitors



- iii) Start market access in the Country/ies and carry out continuous business promotion on behalf the beneficiary company/ies
- iv) Organize events to promote the beneficiary company/ies in the Country/ies
- v) Set up and attend – on behalf of the beneficiary company/ies – b2b schedules with prospects and buyers in the Country/ies
- vi) Write a report (every 15 days) of the activities achieved, meetings held and follow-up actions run.

b) “Your office at...”

The Action consists in providing local space, either as office or desk, with reception and secretarial support included. The service might be put in place for a minimum period of 6 months which can be renewed on six-month or yearly basis.

Services include:

- i) Logistics: Space location (either office space or Desk)
- ii) Use of telephone/fax number of the hosting organization with activation of direct phone line and indication of phone/fax numbers of the hosting organization in catalogues and promotional literature
Use of internet connection
- iii) Use of a common space of the hosting organization (meeting and conference rooms) for meetings. For this service the beneficiary companies are due to check at least 1 day in advance
- iv) Reception/telephone switchboard service in Italian, English and German language.

In case the beneficiary company/ies express the interest to have, in addition to the above mentioned service, a specialized support through a TM, CEIPIEMONTE has the right to request a specific offer which can include special conditions in terms of percentage of cost reduction

c) Store/Show Room Start-up

The Action consists in providing assistance for opening a store/show room in the Country/ies.

Services include:

- i) To identify space/location: Search and selection of appropriate sites/space to open the new store/showroom and assistance in evaluating the most competitive solutions/offers
- ii) To provide organizational support to accomplish the on-site procedures for opening the store/show room
- iii) To assist in the identification and the recruitment of personnel/staff for the newly opened store/show room on the basis of the beneficiary company/ies selection criteria
- iv) To provide support for the organization of promotional campaign and launching event: marketing, media, management of invitation and logistic assistance.

4. Value of the services

ACTION/LOT 1

Monitoring of market opportunities, Market Intelligence and Information Support on market and sector trends, key events and players, follow-up of initiatives

Tender base: € 250,00 (EUR two hundred and fifty/00) + VAT, if applicable

for each request sent by CEIPIEMONTE and effectively processed by the contractor(s)

max 8 requests

Total amount: € 2.000,00

ACTION/LOT 2

Incoming of foreign players (buyers, developers, contractors, clients) from Germany

The foreign players must be previously approved by CEIPIEMONTE. No extra expenses (e.g. travel, accommodation, meals, etc) will be paid to the contractor(s) in case he/she decides to attend the meetings in Torino-Piemonte.

Tender base: € 1.400,00 (EUR one thousand four hundred/00) + VAT, if applicable

for each foreign player actually travelling to Torino-Piemonte from the Country

max 8 foreign players in total

Total amount: € 11.200,00



ACTION/LOT 3

Market Access and Business Development Support Action/Lot 3

Tender base for full package service including Phase 1 and Phase 2: **€ 3.500,00** (EUR three thousand and five hundred/00) + VAT, if applicable, for each company

The contractor is requested to detail in the financial offer the cost of Phase 1 and Phase 2

max 5 requests

Total max amount: € 17.500,00

ACTION/LOT 4

On-site Visibility campaign and promotional event management

Tender base for full package service : **€ 5.000,00** (EUR five thousands/00) + VAT, if applicable

The contractor is requested to detail the specific costs included in the financial offer

max 1 event

Total amount: € 5.000,00

ACTION/LOT 5

Business Credibility reports

Tender base: € 250,00.(EUR two hundred and fifty/00) + VAT, if applicable

max 4 requests

Total amount: € 1.000,00

ACTION/LOT 6

Investor/financiers identification

In case of request for organization of on.site event with B2B with potential investors/financiers, directs costs related to technical services, venue, catering and consumables will have to be estimated separately.

Tender base: € 2.500,00 (EUR two thousand and five hundred /00) + VAT, if applicable, for each investor confirmed by CEIPIEMONTE on the basis of the profiles submitted by the contractor

max 1 requests for identification of potential investors

Total amount: € 2.500,00

5. Subjects admitted to the procedure

5.1 General requirements

According to art. 80 of Italian procurement code – D.Lgs. no. 50/2016, the contractor(s) will be requested, after the official awarding communication, to produce - within the 20 days following the communication - adequate certifications released by competent authorities, reporting the regularity of his fiscal / tax compliance as well as that no convictions are pending. If these documents cannot be produced, an affidavit (i.e. a declaration made in front of a judicial or administrative authority, a notary or a qualified professional organisation) will be accepted in accordance with articles 46 and 47 of Presidential Decree no. 445/2000, filling in and signing the relevant form enclosed with this public notice (Enclosure No. 1).

5.2 Technical and professional requirements

The bidders shall have an international experience of at least 10 (ten) years in:

- the Sectors, international business/technical environment and knowledge of the methods of approaching prime contractors, key players, main contractors of the Sectors in the Countries,
- arranging technical/technological b2b schedules between companies and Prime contractors, key players, other companies, skill to manage logistic features and onsite support in the context of the activities above.

The bidders must have operative offices in the Countries with local staff, with perfect knowledge of the English language as well as of the languages spoken in the Countries. The bidders must provide evidence of the requirements (e.g. past experience in the tasks at issue, lists of buyers/key players they have worked with, etc) and **attach them to the offer**.

In case of awarding, copies of contracts or engagement letters or invoices will be requested later as a part of the administrative checks. In order to evaluate the technical skills of the bidders, a detailed curriculum vitae is requested specifying skills and experiences. The curriculum vitae must be in English language.



6. Bid submission

The deadline for receiving quotations is **Monday, October 9th, 2017, at 08:00 p.m.** Italian time. Quotations received later than the above-mentioned deadline will be disregarded. Quotations may be sent by fax (+39.011.6965456), or by e-mail (info.gareappalti@centroestero.org).

Offers must quote the following subject: **Business development in GERMANY.**

7. Criteria for awarding the contract

Offers will be selected according to the criterion of the most economically advantageous tender, according to the Rules of CEIPIEMONTE, with the following scores:

- technical evaluation: max. 70 points
- economic offer: max. 30 points

The evaluation will be determined by a Board of Examiners, appointed by CEIPIEMONTE pursuant to art. 77 of D.Lgs. no. 50/2016 on the basis of the evaluation criteria and their scores.

Bids will be assessed summing up the scores of the technical and the economic offers; the single lots will be assigned to the bidder who has the best score (technical+economic per activity) for that specific Action/Lot.

Please pay attention to the instructions provided in each of the annexes.

Criteria for technical evaluation of Action/lot	Maximum Score
ACTION/LOT 1	
° Proven knowledge of the local market and the Sectors	8
ACTION/LOT 2	
° Proven experience in performing this activity (ref. CV and annex #2 + technical description) in at least 3 of the requested sectors. The previous experience with Piedmontese companies will be an asset.	5
° Proven portfolio of buyers, key players, prime contractors (to be attached to the offer) located in the Countries	5
° Perfect knowledge of English language – knowledge of the local languages is a preferential criterion	5
ACTION/LOT 3	
° Expertise in running market surveys in the requested sectors; establishing contacts between local Prime contractors, buyers, main contractors of the Sectors, in arranging business and technical/technological b2bs with matching prospects; managing logistic features of the mission to the Countries and supplying onsite support (ref. CV and annex 2 + technical description)	7
° Expertise in arranging b2b schedules between local keyplayers / prime contractors and foreign companies (a detailed description is requested). The previous experience with Piedmontese companies will be an asset.	7
° On site local office	6
ACTION/LOT 4	
° Proven know how and experience in in event management and relationships with local stakeholders, key players and media	8
ACTION/LOT 5	
° Proven experience in providing the type of service foreseen in Action/Lot 5	5
ACTION/LOT 6	
° Proven knowledge of the local players	7
° Previous experience in performing activities foreseen in Action/Lot 6	7
TOTAL SCORE	70



The technical offer must be accompanied by a detailed description of the past experiences meeting the above criteria, as well as the detailed curriculum vitae provided.

The technical evaluation will be done by attributing the above scores, using the method based on absolute score, determining the coefficients through the media discretionary conferred by individual commissioners. If the bidder's work-team consists of several people, the score assigned will be the average of the scores given to each member of the work-team.

CEIPIEMONTE shall ask for individual interviews to better assess the technical skills of the bidders.

Criteria for the evaluation of economic offer	Maximum Score
<u>ACTION /LOT 1</u> Market Intelligence and Information Support - max 8 request	3
<u>ACTION /LOT 2</u> Incoming of foreign players (buyers, developers, contractors, clients) from Germany - max 14 foreign players	7
<u>ACTION /LOT 3</u> Market Access and Business Development Support Phase 1 + Phase 2 - max 14 requests	7
<u>ACTION /LOT 4</u> On site Visibility campaign and promotional event management – max 1 event	5
<u>ACTION /LOT 5</u> Business Credibility reports - max 6 requests	3
<u>ACTION /LOT 6</u> Investor/financiers identification - max 2 requests	5
TOTAL SCORE	30

As for the economic offer, the bidder must indicate, in letters and figures, the unit price in Euros for each service (excluding VAT – if applicable), up to the second decimal place, down from the tender base.

The awarding of the price score will be awarded to the best offer, through the formula: (best offer / offer to consider) * the maximum score 30.

Please note: no economic offers higher than or equal to the tender bases will be considered.

Experts will be selected on the basis of the most economically advantageous offer. A ranking will then be drawn up resulting from technical and economic evaluations. The services will be commissioned to the first in the list. If this is for any reason impossible to accomplish it, the service will be commissioned to the next rank.

If two or more bidders present an equivalent bid both from the technical and the economic point of view, CEIPIEMONTE will proceed to the selection by draw.

8. Note

Bids in which exceptions and/or reserves of any type are raised regarding the conditions specified in this public notice and its enclosures, or subject to any type of condition, **will be excluded**.

The contract will be awarded also in the case only one valid bid is received.

CEIPIEMONTE reserves the right to suspend this procedure at any time and not to award the contract, without this entitling the bidders to make any claim whatsoever; in particular, CEIPIEMONTE reserves the right not to award the contract in the case of bids deemed unsuitable.



The Procedure Manager will inform the selected assignees and all the other bidders of the awarding of the contract.

9. Exclusion criteria

Bidders will be excluded in the following events:

- The offer is incomplete or any of the requested parts and annexes are missing
- The offer reaches CEIPIEMONTE later than the deadline
- The technical skills and experiences are judged insufficient to perform the necessary activities
- The economic offer is higher or equal to the tender bases
- In case of awarding, if administrative checks reveal any irregularity (see art. 3.1 General Requirements)

10. Procedure Manager

The Procedure Manager is Giuliano Lengo, General Manager of CEIPIEMONTE, as a prot. no. 343/LEG dated July 18th 2017 as foreseen by art. 31 of D.Lgs. no. 50/2016.

11. Enclosures

- 1) Request of participation and acceptance of the bid conditions form and consent to data processing;
- 2) Technical Offer - Curriculum vitae of the work-team;
- 3) Economic Offer;
- 4) Draft Contract.

The Procedure Manager
(Giuliano Lengo)



Annex # 1

Request of participation and acceptance of the bid conditions and consent to data processing according with art. 13 D.Lgs. no. 196/2003

To:

Centro Estero per l'Internazionalizzazione S.c.p.a.
Corso Regio Parco 27, TORINO, ITALY

Object: Business development in GERMANY

I the undersigned, born in (place)
on (date), citizenship, resident in
passport issued by, number, as legal representative
(or other: specify) of the (company)
with registered offices in, address.....
VAT No. Tel. No. Fax No.
e-mail (hereinafter denominated "bidder"),

- under the terms and conditions of article 76 of D.P.R. no. 445/2000, and aware of the responsibility and civil and penal consequences of false declarations,
- under articles 46, 47 and 48 of D.P.R. no. 445/2000 regarding substitute declarations of certifications and affidavits;
- in order to participate to the bid in object, at the date of the offer

DECLARE

1. to have full knowledge of the public notice and related enclosures, of the other therein mentioned documents, of the rules that rule the adjudication procedure and the performance of the related contract and enclosures and undertakes to fully abide by them;
2. to have considered and evaluated all conditions that may influence the performance of the bid, the offer and the contractual conditions;
3. to be willing to participate in the request for quotation in object by CEIPIEMONTE;
4. that the legal representatives of the bidder are the following persons (name, surname, corporate office):

.....
5. to have an operative office on site with local staff;
6. that no conditions exist that are prejudicial for the contractor to enter into public contracts for works, services and supplies, as envisaged by article 80 of D.Lgs. no. 50/2016 in its in force version, implementing art. 45, Directive CE 2004/18;
7. to have **at least 10 (ten) years of experience** at an international level in at least 3 of the following sectors: *agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and green chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications*;
8. to master proven methods of approaching and establishing contacts with Prime/Main contractors, manufacturers of the above mentioned sectors in **Germany**, organization of business and technical/technological meetings arrangement with one or more of their senior representatives, of mission's logistic aspects organisation and of on-site support for which the service is offered;
9. to be informed, in accordance with the purposes of D.Lgs. no. 196/2003, and to consent that the personal data herein given are processed by CEIPIEMONTE, by computer systems, only part of the procedure for which the declaration is made. The giving of personal data is optional; however, in the case of refusal, it will not be possible to participate in the selection of CEIPIEMONTE's suppliers.

Place and date _____ Signature _____

The present declaration shall be filled in and undersigned by a person with authority to sign A photocopy of the signatory's passport must be attached. Should the signature be applied by a person other than the legal representative of the bidder, a copy of the authorisation to sign as representative and a copy of a valid identity document shall also be enclosed.



Annex # 2

Technical Offer and Curriculum vitae of the work team

Object: Business development in GERMANY

Fill in the chart below with the experiences based on the curriculum vitae of each of the people who make up the working group proposed.

I the undersigned, born in (place)
on (date), citizenship, resident in
passport issued by, number, as legal representative
(or other: specify) of the (company)
with registered offices in, address.....
VAT No. Tel. No. Fax No.
e-mail (hereinafter denominated "bidder"),

Please submit C.V. detailing the relevant market, sector experiences and specific expertise in **Germany** for the target Sectors indicated below and on the basis of the requirements described in each Action/Lot of this Request for Quotation

Target Sectors:

agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and greenm chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications

1. Specific knowledge in providing information on country facts, industry reports, technical information on the basis of the requirements specified for Action/Lot 1
Max 20 lines
2. Specific knowledge of the markets and sectors, know-how, technical expertise and previous experience on the basis of the requirements described in Action/Lot 2
Max 20 lines
3. Specific knowledge of the markets and sectors, know-how, technical expertise and previous experience on the basis of the requirements described in Action/Lot 3
Max 20 lines
4. Specific know-how, technical expertise and previous experience in event management and relationships with local stakeholders, key players and media on the basis of the requirements described in Action/Lot 4
Max 20 lines
5. Proven experience in having access to reliable information sources and providing the type of service foreseen in Action/Lot 5
Max 20 lines
6. Proven knowledge of local stakeholders, key players and potential investors/financiers. Specific know-how, technical expertise and previous experience in performing activities foreseen in Action/Lot 6
Max 20 lines

Specific knowledge of the markets, know-how, technical expertise and previous experience on the basis of the requirements described in additional Action/Lot (optional) – Please note: this point will not be evaluated
Max 20 lines



Annex # 3
Economic Offer

To:
Centro Estero per l'Internazionalizzazione S.c.p.a.
Corso Regio Parco 27, TORINO, ITALY

Object: Business development in GERMANY

PLEASE NOTE:

- Economic offers higher than or equal to the tender base will be disregarded
- The services are payed on a "pay-as-you-go" basis. For this reason payments will be made only if the activities of the Actions/lots are performed.

I the undersigned, born in (place)
on (date), citizenship, resident in
passport issued by, number, as legal representative
(or other: specify) of the (company)
with registered offices in, address.....
VAT No. Tel. No. Fax No.
e-mail (hereinafter denominated "bidder"),

BID

to perform the Services for the business development in Germany for Piedmontese companies involved in the following sectors: *agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and green chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications*

Please fill in with unit prices per each Action/lot in letters and figures, up to two decimal places. If any discrepancy occurs between the price in figures and the one in letters, the lowest between the two will be considered as your valid offer.

Action/Lot 1: Market Intelligence and Information Support. (max 8 requests)

Tender base: € 250,00 (EUR two hundred and fifty/00) + VAT if applicable -, for each request sent by CEIPIEMONTE and effectively processed by the contractor(s)

Your offer 

Numbers	Letters
€ _____	Euro _____

Action/Lot 2: Incoming of foreign players (buyers, developers, contractors, clients) from Germany. (max 8 foreign players in total).

The foreign players must be previously approved by CEIPIEMONTE. No extra expenses (e.g. travel, accomodation, meals, etc) will be paid to the contractor(s) in case he/she decides to attend the meetings in Torino-Piemonte. The contractor(s) will pay any extra-cost.

Tender base: € 1.400,00 (EUR one thousand four hundred/00) + VAT if applicable -, for each foreign player actually travelling to Torino-Piemonte from the Countries

Your offer 

Numbers	Letters
€ _____	Euro _____



Action/Lot 3: Market Access and Business Development Support Action/Lot 3. (max 5 requests)

Tender base for full package service including Phase 1 and Phase 2: € 3.500,00 (EUR three thousand five hundred/00) + VAT, if applicable, for each company

The contractor is requested to detail in the financial offer the cost of Phase 1 and Phase 2.

Your offer 	Numbers	Letters
	€ _____	Euro _____

Action/Lot 4: On-site Visibility campaign and promotional event management. (max 1 event)

Tender base for full package service: € 5.000,00 (five thousand/00) + VAT, if applicable. The contractor is requested to detail the specific costs included in the financial offer.

Your offer 	Numbers	Letters
	€ _____	Euro _____

Action/Lot 5: Business Credibility reports. (max 4 requests)

Tender base: € 250,00.(two hundred and fifty/00) + VAT, if applicable

Your offer 	Numbers	Letters
	€ _____	Euro _____

Action/Lot 6: Investor/financiers identification.” (max 1 request for identification of potential investors) In case of request for organization of on.site event with b2b with potential investors/financiers, directs costs related to technical services, venue, catering and consumables will have to be estimated separately.

Tender base: € 2.500,00 (two thousand and five hundred/00) + VAT, if applicable, for each, investor confirmed by CEIPIEMONTE on the basis of the profiles submitted by the contractor

Your offer 	Numbers	Letters
	€ _____	Euro _____

Place and date _____

Signature _____

The present declaration shall be filled in and undersigned by hand by a person with power of signature, and be completed with a photocopy of the signatory's passport or valid identity document. Should the signature of which above be applied by a person other than the legal representative of the bidder, a copy of the authorisation to sign as representative and a copy of a valid identity document shall also be enclosed.



Annex to the economic offer

Additional Action/Lot – optional – Business Accelerator Support.

The additional Action/Lot is divided into 3 different Sub-Actions. The contractor able to provide these services and interested to submit an estimate of costs is requested to detail costs for each service package described above and mentioned below.

This Action/lot and related financial offer will be taken into consideration exclusively for informational purposes **and will not be part of the technical and financial evaluation** of this Request for Quotation.

Please indicate cost + VAT if applicable for each sub-actions request:

a) On site specialized support (Temporary Manager)

€

b) “Your office at...”

€

c) Store/Show Room Start-up...”

€

Place and date _____

Signature _____



Ann. #4
Draft of Framework Contract

BUSINESS DEVELOPMENT IN GERMANY

for Piedmontese companies involved in the following sectors: agribusiness, aerospace, automotive, mechatronics, textile, clothing, design and luxury, cleantech and green chemistry including environment, green building, energy and renewables and related infrastructure, health & wellness, ICT applications

between

Centro Estero per l'Internazionalizzazione Scpa, hereinafter denominated "CEIPIEMONTE"
with registered office in Corso Regio Parco 27, 10152 TORINO, VAT No. 09489220013
represented by the General Manager, Mr. Giuliano Lengo

and

(NAME OF CONTRACTOR), hereinafter denominated the "Contractor",
with registered office in (ADDRESS) (TOWN), VAT No. (VAT NO.)
represented by the Legal Representative Mr./Mrs.....

Foreword

Centro Estero per l'Internazionalizzazione S.c.p.a. (Piemonte Agency for Investments, Export and Tourism, hereinafter "CEIPIEMONTE") was established under Regional Law no. 13/2006 in order to rationalize and coordinate the measures aimed to support the internationalisation of Piemonte SMEs and regional economy. Regione Piemonte (Piemonte Regional Authority), in agreement with the Chambers of Commerce, Industry, Trade, Handicraft and Agriculture of Piemonte, promoted a unification process of the entities previously responsible for these functions and set up CEIPIEMONTE, which since 2007 has been operating, as mandated body of its Members. CEIPIEMONTE is one-stop-shop "Help Office" specialized in: (i) providing customised assistance to SMEs active in a wide range of sectors for their market access and business development operations; (ii) developing investment Promotion activities.

CEIPIEMONTE is the implementing agency of Regione Piemonte for internationalization; most activities are developed under the framework of the so-called "PIF" – Progetti Integrati di Filiera (Integrated Sector Projects) financed by Regione Piemonte through the ERDF – European Regional Development Fund POR FESR 2014-2020

Target sectors (hereinafter referred to as "the Sectors"):include :

- Agribusiness
- Aerospace
- Automotive
- Mechatronics
- Textile
- Clothing, Design and Luxury
- Cleantech and Green chemistry including environment, green building, energy and renewables and related infrastructures
- Health & Wellness
- ICT applications and innovative solutions for the above mentioned Sectors

Art. 1. - Subject and actions to be performed by the contractor

1.1 The Contractor undertakes to perform the business development activities indicated below in favour of Piedmontese companies (hereinafter "Beneficiary Companies") based upon CEIPIEMONTE's selection and written request to the Contractor.

- Action/Lot 1: Monitoring of market opportunities, market intelligence and information support;
- Action/Lot 2: Identification and incoming of foreign players (buyers, developers, contractors, clients);
- Action/Lot 3: Market Access and Business Development Support involving the following Phases:
Phase 1:- Feasibility assessment and Partner Search; Phase 2 (subsequent to Phase 1):- Organization of B2B agenda and Follow-up;
- Action/Lot 4: On site Visibility campaign and promotional event management;
- Action/Lot 5: Business Credibility reports;



- Action/Lot 6: Investor/financiers identification...” - involving Identification of potential investors and possible organization of meetings with potential investors.
- 1.2 The Contractor acknowledges that the Services to be performed under this agreement depend upon the request of the Companies involved. CEIPIEMONTE undertakes no obligation on the minimum and maximum number of Beneficiary Companies requesting for the Services and attending the technical/technological/business missions. In case no company is assisted in any of the above services, no payment will be provided. The services will be payed on a “pay-as-you-go” basis.
- 1.3 The Contractor acknowledges and accepts that the Request for Quotation ref. 425/LEG, dated September 25th 2017, is meant to select more than one contractor. For this reason, the single Actions/lots included in the Request might be assigned to different contractors among the ones selected.

1.3.1. Market Intelligence and Information Support Monitoring of market opportunities, market Intelligence and Information support on market and sector trends, key events and players, follow-up of initiatives.

The Contractor will perform the following activities:

- analyze and provide economic and statistical data on market and sector trends, Foreign Direct Investments from and in the Country/ies and provide country facts and industry short reports to CEIPIEMONTE;
- provide information on key events taking place in the Country/ies which are significant for CEIPIEMONTE and the Sectors indicated in this request for quotation;
- provide Information on local incentives for business and/or investment operations, project financing opportunities deriving from projects in pipeline financed by public entities, namely national and/or international donors, as well as private financiers, local legislation on such technical subjects as: corporate law, fiscal and customs procedures.

1.3.2. Identify and invite to Torino-Piemonte qualified buyers from the Countries in order to meet Piedmontese companies potentially matching their needs.

The Contractor will perform the following activities:

analysis of the products and services offered by Piedmontese companies in the following sectors: Agribusiness; Aerospace; Automotive; Clothing, Design and Luxury; Cleantech and Green chemistry including environment, green building, energy and renewables and related infrastructures; Health & Wellness; Mechatronics; Textile; ICT applications and innovative solutions for the above mentioned Sectors.

- identification of buyers/key players located in the Countries and suggestion to CEIPIEMONTE for an invitation to Torino-Piemonte
- with the approval of CEIPIEMONTE, contacting the agreed buyers / key players and inviting them to Torino
- support to CEIPIEMONTE in the identification of needs of invited buyers/key players and in matchmaking activity (b2b agenda with Piedmontese companies)
- follow up of negotiations, contracts or any other kind of business agreements or partnerships settled among the parties as a consequence to the activities performed.

The Contractor will supply CEIPIEMONTE with a detailed report of the activities performed, all the contacts established and related critical points, best follow-up procedures to be implemented

1.3.3. In favour of the Piedmontese companies: pre-feasibility study, individual market research, positioning strategies, partner search, organization of b2bs and follow-up.

1.3.3.1. Phase 1:- Feasibility assessment and Partner Search. The Contractor will:

- analyze the global offer of all the Companies
- identify and select prospects located in the Countries, as well as Primes/Main Contractors/key players/manufacturers, which may match the Piedmontese offer
- the Contractor will identify 6 potential counterparts in the Countries for each attending Piedmontese company. The counterparts must be active in the local market, comply with the offer and requirements of the Piedmontese company be interested in a commercial and technical/technological cooperation



- introduce CEIPIEMONTE and his functions to prospects in the Countries and the profiles of the Piedmontese Companies
- prepare a report of local counterparts contacted and verified, with feedback on the proposed profiles of Piedmontese Companies
- supply the report to CEIPIEMONTE and to the interested Piedmontese Companies for evaluation (end of Phase 1, Action/Lot2). The Companies will subsequently choose if asking or not the Contractor to arrange b2bs in the Countries with the prospects interested in meeting them for starting cooperation.

1.3.3.2. Phase 2 (subsequent to Phase 1):- Organization of b2b agendas and Follow-up. Scheduling b2bs with potential counterparts located in the Countries (mission).

- CEIPIEMONTE will collect the request for B2Bs (mission) from Piedmontese companies and ask the contractor to start organising B2Bs (mission) for those Companies in the Countries.
- The date of the mission will be agreed with CEIPIEMONTE.
- Once the dates for the mission have been agreed with CEIPIEMONTE, and starting from the date the contractor receives from CEIPIEMONTE all the literature about the attending companies, the contractor will prepare a plan for organizing the mission according to a template supplied by CEIPIEMONTE.
- The names and the number of the identified key players for the b2bs will have to be previously agreed among CEIPIEMONTE, the Piedmontese Companies attending the mission the contractor.
- The Contractor will re-contact the identified prospects in the Countries, as well as Primes/Main Contractors/key players/manufacturers based on reciprocal interest to confirm their interest in meeting the Piedmontese Companies and to arrange agendas of b2bs.
- In case potential counterparts in the Countries are unable to host the Piedmontese Company, the contractor will find and book (e.g. hotel / conference halls) and will arrange for local transfer. provided that the related expenses shall not be for the contractor's account.
- The contractor will assist and coattend with the Piedmontese company delegates during their mission to the Countries, provide for logistic support before and during the mission.
- Follow-up reporting.
- In case both a technical and a commercial representative from a Prime Contractor are attending the meeting, the b2b will be considered as one.

CEIPIEMONTE has the right to substitute each of the companies participating in the business and technical/technological mission to Germany any time before the Contractor starts the performance of the Services for the preparation of the relevant mission. Further changes may be agreed between CEIPIEMONTE and the Contractor.

Follow-up

After the business activities have been completed, the Contractor will monitor with the counterparts met in the Countries (buyers/key players, prime contractors, etc) possible negotiations, contracts or any other kind of business agreements or partnerships settled among the parties. The Contractor will send CEIPIEMONTE a report detailing the activities realised, all the contacts made (business cards or copy of them) and related critical points, improvements and follow-up to be adopted.

In order to share views about targets and strategies, CEIPIEMONTE will support the Contractor, providing background information, scheduling telephone/internet calls or email exchanges among the mission participants.

The Services results will be provided to CEIPIEMONTE in written form (Italian or English language). In general contacts between the contractor, the mission participants and CEIPIEMONTE shall be in Italian or English.

1.3.4. On site Visibility campaign and promotional event management

The Contractor will perform the following activities:

- To provide support to CEIPIEMONTE in the organization of on site events to promote Piemonte economic values, sectors, project, business cooperation and investment opportunities. The Contractor will assist CEIPIEMONTE in the promotion of the event, invitation to and recruitment of participants, logistic support for conference venue and related services, relationship with media and promotion through social network.



- In case of existing events/fairs where Piedmontese companies take part, provide support to CEIPIEMONTE for assistance to participating companies, including logistic support, visit to companies in their booth or collective space run promotional activities to inform local companies about the presence at the event of Piedmontese companies.

1.3.5. Business Credibility reports

On the basis of the request of information issued by CEIPIEMONTE to the Contractor of behalf of beneficiary company/ies concerning a company located in the Country/ies, the Contractor will provide CEIPIEMONTE with a detailed Business Credibility Report which include: (i) identification data of the company including information on shareholders, managing bodies, branch offices in the Country/ies and abroad (ii) financial information including financial statements details, financial solvency, (iii) existing pending issues if any.

1.3.6. Investor/financiers identification... - involving (i) Identification of potential investors, and organization of meetings with potential investors

The Contractor will:

- To promote the investment opportunities of Piemonte area and identify potential corporate investors or financial players interested in investing in Piemonte (company/branch start up, search/innovation centre start up; mergers & acquisition)
- To assist CEIPIEMONTE in the organization of on site meetings with institutional players, potential corporate investors and/or financiers.

Art. 2. - Duration and termination

- 2.1 The present agreement and the described services will be carried out by from the date of award of the service till December 31st 2018 - Exception is made in case both parties withdraw with a fifteen-day-written notice or even without notice in case of Projects' interruption or suspension for any cause.
- 2.2 CEIPIEMONTE also reserves the right to unilaterally terminate this contract if it is not possible to continue for any reason the activities of the PIF Projects, or in the event of a lack of public funding or subsequent verifications of other indisputable causes which makes it impossible or unsuitable for CEIPIEMONTE to continue the contract, with no obligation to state reasons any claims to be advanced by the Service Provider, without incurring damage and/or indemnity claims, not even pursuant to Artt. 1337 and 1338 c.c., thus excluding refunds for damages and the recognition of direct and indirect compensation claims.
- 2.3 CEIPIEMONTE has the right to terminate this agreement without notice in case the Contractor's breaches his obligations: and in particular in case of any breach, regardless of the seriousness thereof, of the obligations under art. 4 and 5.
- 2.4 The contract will be concluded in the form of an open contract, which does not commit CEIPIEMONTE to the maximum total amount within which CEIPIEMONTE will establish, according to a discretionary assessment of its requirements, the amount of benefits due.
- 2.5 Nothing will have to be claimed by the successful tenderer beyond the payment of the services provided at the agreed prices and conditions.
- 2.6 The services will be commissioned to the first bidder. If this is for any reason impossible to accomplish it, the service will be commissioned to the next rank.
- 2.7 CEIPIEMONTE undertakes no obligation on the minimum number of beneficiary companies for which the Contractor(s) might be requested to perform the activities.

Art. 3. - Consideration, payment and expenses

3.1. how to realize the service

- all requests for such services will be initiated by sending a specific order;
- each order will have a number of the procedure CIG and a derived CIG;
- CEIPIEMONTE will send by e-mail an order form with task descriptions to the Contractor who is ranked first in the cascade;
- within three (3) days the contractor must send:
 - a) the order form back to CEIPIEMONTE signed and dated, or
 - b) explanation of why it cannot accept the order;



- if the Contractor does not accept the specific order form or fails to observe the deadline or if it is in a situation of conflicting interest that may negatively affect the performance of the specific service request, CEIPIEMONTE may place the order with the next Contractor on the cascade. The same deadlines will apply when requesting services to the next best ranked Contractors;
- if CEIPIEMONTE needed a service not included in the list of this procedure, CEIPIEMONTE will require the 5 awardees to quote for the provision of the requested service, and this will be the subject of an additional order.

3.2. Consideration

The profiles of the potential buyers/counterparts/keyplayers must be approved by CEIPIEMONTE previously to any invitation by the contractor to Torino-Piemonte or previously to starting any onsite b2b activity.

The amounts for the above activities will only be paid per each buyer actually coming to Torino-Piemonte and per each Piedmontese company actually assisted with a market/positioning study and personalized b2b schedule in the Countries as well as per each follow-up action undertaken by the contractor for Piedmontese companies assisted in Phase 1 of Action/Lot 3.

The price as above defined shall be considered comprehensive of all fees possibly due and costs and expenses possibly sustained by the contractor for the Services at issue and no further sums shall be granted to the Contractor. Only V.A.T., if due, is excluded, being the contractor responsible for all other possible taxes due in his/her own country.

3.3. Payment

The balance of the price shall be paid within 60 (sixty) days from the receipt of the Contractor's invoice to be issued upon fulfilment of each Service.

3.4. Expenses

- **Action/Lot 1: Monitoring of market opportunities, Market Intelligence and Information Support on market and sector trends, key events and players, follow-up of initiatives** (max 8 requests)
Price quoted: ????????? (EUR ?????/00) + VAT for each request effectively performed.
- **Action/Lot 2: Incoming of foreign players (buyers, developers, contractors, clients)** from Germany (max 8 foreign players in total).
Price quoted: ????????? (EUR ?????/00) + VAT if applicable -, for each buyer actually coming to Torino-Piemonte. No extra expenses (e.g. travel, accomodation, meals, etc) will be paid to the contractor(s) in case he/she decides to attend the meetings in Torino-Piemonte.
- **Action/Lot 3: Market Access and Business Development Support Action/lot 3.** (max 5 requests).
The service requested involves the following Phases: *Phase 1*:-Feasibility assessment and Partner Search; *Phase 2* (subsequent to Phase 1):- Organization of B2B agenda and Follow-up.
Price quoted: ????????? (EUR ?????/00) + VAT if applicable for each company assisted in Phase 1.
Price quoted: ????????? (EUR ?????/00) + VAT if applicable for each company assisted in Phase 2.
- **Action/Lot 4: On site Visibility campaign and promotional event management** (max. 1 event organized):
Price quoted: ????????? (EUR ?????/00) + VAT if applicable for each event effectively organized.
- **Action/Lot 5: Business Credibility reports** (max 4 requests performed)
Price quoted: ????????? (EUR ?????/00) + VAT if applicable for request effectively performed.
- **Action/Lot 6: Investor/financiers identification...** (max 1 investors);
Price quoted: ????????? (EUR ?????/00) + VAT if applicable for each investor confirmed by CEIPIEMONTE on the basis of the profiles submitted by the Contractor.

Art. 4. - Entrustment and other obligations of the contractor

- 4.1 The Contractor undertakes to perform this agreement through work team assessed by CEIPIEMONTE in the Request for Quotation or, should the contractor be a company or an entity other than a physical person, within the scope of its organizational autonomy, through professional figures with the same standard of knowledge and experience.
- 4.2 The Contractor will perform the Services in full autonomy and independence, correctly, in good faith and in an absolutely occasional form, without any obligation of carrying out permanent promotional activities or of any other type for CEIPIEMONTE.
- 4.3 The relationship between CEIPIEMONTE and the Contractor is only the one established by this agreement and the Contractor can in no way be considered a representative, proxy or agent of



CEIPIEMONTE or of the Piedmontese companies or of any other company connected to the Projects. The Contractor is not vested with any power to enter into agreements or in any case to undertake obligations in the name or on behalf of CEIPIEMONTE or of Piedmontese companies or of any other company connected to the Projects, or the right to request any further consideration in connection with this agreement.

- 4.4. The Contractor shall thus be solely liable for fulfilling all obligations it may assume during the performance of this agreement, including those towards its own employees and/or people working for it in any capacity, in respect of which it undertakes to fulfil all requirements of the law, and shall indemnify CEIPIEMONTE against any liability towards said parties and/or the public authorities.
- 4.5. The Contractor undertakes to keep CEIPIEMONTE regularly and promptly informed about the services forming the subject of this agreement, to reply to all requests made by CEIPIEMONTE within five (5) business days and to provide monthly written reports on its activities.
- 4.6. The Contractor undertakes to refrain from disclosing to third parties, divulging or utilizing, whether directly or indirectly, for purposes other than those strictly connected to the performance of this agreement, the information it receives or elaborates in any way or form by reason of this agreement.

Art. 5. - Confidentiality

- 5.1. For the whole duration of this agreement and after its termination for any cause, the contractor undertakes to keep strictly confidential, therefore not to disclose to any third party and not to divulge in any way or form, all technical, commercial and other kind of information and data regarding the Piedmontese companies and CEIPIEMONTE that may come to its knowledge, in any way and form, during the performance of this agreement or anyhow in connection with it, and shall not to use them, directly or indirectly, for any purpose other than the performance of this agreement.
- 5.2. The obligation in the previous article also applies to all information and material that may be drawn up by the contractor in relation to this agreement.
- 5.3. The contractor is also responsible for compliance with the aforesaid obligations of confidentiality by its employees, co-workers, suppliers or consultants to whom such information must be disclosed for the purposes of this agreement and for compliance with legal obligations.
- 5.4. The obligation of this article does not concern data that are or become of public domain for reasons independent of disclosure or divulgation for causes ascribable to the contractor or assignees of the same.

Art. 6. - Disputes

- 6.1. The present agreement is regulated by the Italian law. Any dispute arising out or in connection with this agreement will be settled by the Court of Torino.
- 6.2. Should CEIPIEMONTE be the party starting the judicial action for any dispute arising out or in connection with this agreement, CEIPIEMONTE will be entitled to choose to bring the claim to be settled by the Court of Torino or, alternatively, by a sole arbitrator appointed under the rules of arbitration of the Milan Chamber of Arbitration.

Art. 7. - Performance Manager

- 7.1. The Performance Manager of this Agreement is the Coordinator of Foreign Market, appointed by CEIPIEMONTE in order to supervise the regular performance of the agreement in accordance with the contract provisions, pursuant to art. 101, D.Lgs. no. 50/2106.
- 7.2. The Performance Manager is responsible for the coordination, management and technical-accounting control of the agreement's performance, thereby assuring the agreement's regular performance.

Art. 8. - Traceability of financial flows

To the aim of guaranteeing the traceability of financial flows, as set forth by Italian law no. 136/2010, art. 3, the Contractor will communicate to CEIPIEMONTE, within seven days from the entry into force of the present contract, the details of the bank account to be dedicated - although not exclusively, to the present contract, as well as the data and the tax number of the persons entrusted to operate on it. The Contractor undertakes to guarantee the traceability of financial flows even with regards to its subcontractors anyhow involved, enabling CEIPIEMONTE to verify that in such subcontracts a specific clause is set forth stating the subcontractors undertake the traceability obligations set forth by law. CEIPIEMONTE will make any payments due according with the present contract by means of the dedicated account of which above exclusively.



Art. 9. - Express termination clause D.Lgs. no. 231/2001

- 9.1 The Contractor declares that it is not aware of any material facts pursuant to D.Lgs. no. 231/2001 prior to the signing of this contract and, during the execution of the contract, undertakes to ensure that they are not put in acts in violation of D.Lgs. no. 231/2001 and supplementary to the offenses thereunder, also activating all the appropriate procedures.
- 9.2 The Contractor agrees to comply with all the provisions contained in the Code of Ethics adopted by CEIPIEMONTE in implementation of D.Lgs. no. 231/2001 (published on the website www.centroestero.org); in the event of any breach by the contractor of the provisions of this Code of Ethics, CEIPIEMONTE have the right to immediately terminate this Agreement pursuant to art. 1456 c.c., except for the compensation of all damages, including any amounts paid by CEIPIEMONTE in the event of sanctions pursuant to D.Lgs. no. 231/2001.

Art. 10. - Information pursuant to art. 13, Legislative Decree 196/2003

- 10.1 The holder of personal data processing is CEIPIEMONTE, pursuant to art. 29 of D.Lgs. no. 196/2003, in person of his Legal Representative.
- 10.2 Responsible for the processing of data is the Head of the Personal, Legal, and Tender Division.
- 10.3 The required data is used solely for the purposes of contract and contract.
- 10.4 The person concerned enjoys the rights referred to in paragraphs 1, 3 and 4 of art. 7 of D.Lgs. no. 196/2003, including the right to obtain confirmation of the existence or not of personal data concerning, updating, rectification, data integration, deletion, transformation into the anonymous form of data processed in violation of the law, as well as the right to oppose legitimate reasons for the processing of personal data which, although relevant to the purpose of collection and to oppose the treatment of personal data for the purpose of sending of advertising material or of direct sale and so on.

Art. 11. - Final Clauses

- 11.1 This contract, consisting of the present text of 11 articles, together with the acts of the selective procedure for its conclusion, which form an integral part thereof, constitutes an integral manifestation of the negotiating will of the Parties and annul and replace any previous agreements between the same Parties.
- 11.2 Any modification to this contract may not take place or be proven unless written and signed by the legal representatives of the Parties.
- 11.3 Any disability or ineffectiveness of any of the terms of the contract does not entail the invalidity or ineffectiveness of the contract as a whole.
- 11.4 Any omission or delay in the application for performance of the contract by CEIPIEMONTE shall in no case be a waiver of any rights which it may have, which CEIPIEMONTE reserves, however, to enforce within the limits of the legal prescription.
- 11.5 The present contract shall be governed by all the general terms of the relationship between the Parties. Consequently, it will not be amended or replaced by any operational, implementing or supplementary agreements between the Parties in order to regulate the matter; however, in the event of a conflict, the provisions of this contract will prevail over those of the acts of its execution, unless otherwise expressly expressed by the Parties in writing.

Read, confirmed and signed.

Torino,

Centro Estero per l'Internazionalizzazione S.c.p.a.
General Manager – Giuliano Lengo

The Contractor

The following clauses are specifically approved in accordance with artt. 1341 and 1342 of the Civil Code: 2 (duration and termination), 5 (obligation of confidentiality) and 7 (jurisdiction), 9. (express termination clause)

The Contractor