

MARKET SURVEY NOTICE INTRODUCTION

Dear Company

Subject: Consultation of economic operators aimed at direct assignment pursuant to art. 7 paragraph 2 letter. a) of the D.M. 192/2017 for the booking and issuing travel, planning and organization for travel and ancillary assistance services for year 2022,

PLEASE READ THIS REQUEST OF QUOTATION CAREFULLY AND VERIFY THE REQUIREMENTS IN ADVANCE. INCOMPLETE SUBMISSION WILL NOT BE ACCEPTED. ONCE A COMPLETE SUBMISSION IS RECEIVED, YOU ARE DEEMED TO HAVE UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS PROPOSAL. SHOULD YOU HAVE ANY QUESTIONS BEFORE SUBMISSION, FEEL FREE TO CONTACT ITA AMMAN AT THE EMAIL INDICATED BELOW.

1. AWARDING ENTITY

The Italian Trade Agency ("ITA") – Amman office, AI Shmeisani – Abdel Hamid Shuman Street No. 10 - Matalqa Center – 2nd Floor – Jordan – www.ice.gov.it- Mr. Filippo Covino, Trade Commissioner of The Italian Trade Agency in Amman - E-mail: amman@ice.it Tel: 6 5622751/2 - Fax: 6 5622750

2. BACKGROUND

The Italian Trade Agency is the government entity which promotes the internationalization of Italian companies along with the policies of the Italian Ministry of Foreign Affairs MAECI. ITA provides support to Italian and foreign companies. ITA is headquartered in Rome and operates with a net of offices worldwide linked to Italian embassies and consulates and works closely with local authorities and businesses.

ITA provides a wide range of services among which:
☐ The selection of business partners;
☐ Bilateral trade meetings with Italian companies;
☐ Trade visits to Italy;
☐ Participation to local fairs;
☐ Seminars conducted by Italian advisers.

The Amman Office is responsible for Jordan, Palestine and Iraq.

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

3. FEE- ESTIMATED AMOUNT FOR TICKETING AND TERMS OF EXECUTION

ITA is a tax-exempt organization. Due to governing Italian laws, ITA must follow strict procedural requirements in terms of assembling this RQ and awarding contract.



The expected level of spending in one-year contract is about 30.550 JOD (net of statutory taxes) and corresponds to the total amount of travel documents and accessory services reimbursed by ITA, including commissions and fee agency.

The above amount is purely indicative, as our company reserves the right to avail itself of essential services only.

Our company is not bound to guarantee the level of expenditure indicated herein, which is a mere estimate, because the services needed by our personnel are subject to various conditions that make impossible to set a specific amount. Therefore, the actual level of expenditure may be higher or lower than the above-mentioned amount, based on needs and available budget.

Thus, there will be no monetary adjustments if the annual expenditure for services is below the amount set forth herein.

The Administration is not bound to guarantee the above level of expenditure indicated to calculate the estimated amount of the contract, because the use of services by the personnel of the Administration is affected by various conditions that do not allow for specific numbers. Therefore, the annual expenditure may increase or decrease with respect to the aforesaid estimate, in view of both real needs for travel and actual available budget. Thus, there will be no monetary adjustments if the annual expenditure for services is below or above the amount set forth herein 3

4. CONTENT OF THE REQUESTED SERVICE:

The service object of the agreement consists in the reservation and supply of:

- airline tickets for national/international routes;
- management of agreements with airlines;
- possibility of modifying bookings, issuance of new bookings and/or tickets when necessary, without any penalty charged to ITA;
- possibility of choosing from at least three flight alternatives;
- 100% refund to ITA of air ticket costs in case of cancellation or no-show on the part of the operator(s); in this regard, the agency will be allowed to ask the operators to provide their credit cards to guarantee the ticket(s) issued, informing them that they will be directly responsible for any unjustified flight cancellations;
- solutions to unexpected problems without any penalty (for instance, strikes, flight delays or
- cancellations due to documented and compelling family reasons, bad weather conditions, etc.);

All the above services will be requested with a "letter for service request or a Purchase Order (PO)" by the Commissioner of the ITA at the Office of Amman.

The agency entrusted with the service will have to commit:

- a) to deliver any travel ticket commissioned from ITA offices or where specifically requested, in Jordan and abroad:
- b) to respect the agreed delivery times;



- c) to satisfy ITA requests as soon as possible considering the nature of the request and technical times associated with it;
- d) to guarantee, for the execution of the service, its own personnel of proven reliability and competence, at complete disposal during the requested times, in possession of technical and professional requisites and with an experience in the sector of at least three years. ITA reserves the right to highlight any unsuitable personnel;
- e) to apply from time to time the most advantageous rates compared to the market rates on travel tickets compared to those quotes by GDS (Global Distribution System) according to the class, providing the appropriate advice;
- f) to use as much as possible, the tariffs obtained by agreements between the carriers and the ITA to ensure, however, the search and use of the most convenient ones according to the most favorable route:
- g) to recognize incentives for ITA to achieve annual turnover levels;
- h) to guarantee an efficient and transparent policy on cancellations of reservations and related charges and reimbursements

5. DURATION OF SERVICES

The duration of the agreement is one year from the signing of the contract, verified the participation requirements.

6. VALUE OF THE CONTRACT AND PRESENTATION OF APPLICATIONS FOR PARTICIPATION

This notice will be published on the website of Italian Trade Agency – Amman Office. This notice constitutes exclusively a request for quotation that will be carried out and therefore does not imply any obligation for the ITA towards the interested parties.

7. MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this call, your company shall meet the following requirements:

- a) It shall be eligible and possess the necessary qualifications, in full compliance with local laws.
- b) It shall be authorized and licensed to do business in the company's state of residence.

The estimated **annual** distribution by type of services, specified purely as an indication based on the last 2 years' data, is as follows:

DESCRIPTION OF SERVICES No. OF ESTIMATED TRANSACTIONS

Domestic and international tickets including all a for mentioned services

8. CONDITIONS FOR THE EXECUTION OF SERVICES

The Agency will be located in Jordan and will ensure the following services:



o meeting the requests from the Administration as quickly as possible, taking into account the nature of each request and the time required.

o designating at least **one agent** (meeting all the requirements set forth in Art. 9) working full time solely to meet the needs and carry out the services requested by the Administration;

o delivering and/or making available any tickets requested in Italy or other countries, including electronic tickets;

o opening the offices Sunday through Thursday, with the following hours: from 9:00am to 4:00pm;

o providing the names of the highly-qualified, Italian and English-speaking employees who will carry out all services;

o always applying the best tariffs on the market and those from special agreements, if any;

o activating a customer number for assistance – a toll-free number accessible also from **Italy** - to handle after hours requests for the dedicated desk in the winning agency's offices on holidays and on the day before a holiday, in order to take care of emergencies or special requests;

o providing the Administration with analytical statistics on the purveyance of services; o Issuing and delivering all types of air tickets, etc.

the Agency will provide all the services set forth herein, using its own technical equipment and without charging the Administration for additional costs in connection with the purchase, rental and maintenance of the devices used for bookings and ticketing.

The Agency will guarantee the best possible terms, which the Administration will have the right to review.

9. FURTHER OBLIGATIONS OF THE AGENCY

The Agency must be familiar with and know all the general factors affecting prices, contractual conditions and purveyance execution. This is necessary in order to acquire all data and elements required to submit a fair a profitable quote for the ITA.

In particular, the selected Agency must:

- a) identify the best and most convenient travel itineraries with respect to the destinations requested, in addition to executing bookings and issuing tickets;
- b) allow for the analysis of data to maximize savings and develop the in-house management control, making statistical data available to the Administration;
- c) provide the services set forth in this document, through its own means and organizational structures, as provided by Articles 2, 4 and 5 of these requests for proposal specifications;
- d) use its most reliable and experienced employees to execute the services requested; said employees must be fully available in the hours requested, must meet the technical and professional requirements of the law and need to have worked at least **three** years in the travel business;
- e) must have **at least one phone line dedicated** to the Administration for the execution of the services requested;
- f) detect and take care of any issues that might arise during the execution of services.

The Agency must indicate for each service requested at least 3 options (for example: 3 travel options, 3 hotels, etc.)



Moreover, the Agency must propose computerized ways to simplify ticketing and improve service

in terms of time and quality, without additional costs for the Agency nor any obligation to accept them.

10. SUBMISSION DEADLINE & REQUIREMENTS

The mail containing the offers must be received by ITA, under penalty of exclusion from the tender, **no later than April, 14 2022 12:00 pm.**

The quotation, in Italian or English, drawn up pursuant to the rules of the Call for Request quotation and the specifications herein, must include all the documentation indicated below and, under **penalty of exclusion**, must be received **no later than April**, **14 2022 12:00 pm**. The quotation must be delivered by mail at the following e-mail address: amman@ice.it

Application for participation received after the above deadline will not be considered. The delivery of the e-mail remains at the sole risk of the sender, and ITA Agency doesn't assume any responsibility where it did not arrive within the terms.

The request for participation does not lead to the Administration any specific obligation regarding the continuation of the negotiation.

APPLICABLE PROCEDURE AND AWARD CRITERIA

The direct negotiation procedure to be carried out pursuant to art. 7 paragraph 2 letter. a) of Ministerial Decree 192/2017 addressed to qualified suppliers on the expiry date of the deadline for submitting offers, under the call for "Travel Agency", also in possession of the requisites required by this specification.

Award criterion

pursuant to art. 11 of Ministerial Decree 192/2017, direct assignment will be made in favor of the company that presented the lowest price. The Italian trade Agency - Amman Office will proceed with the award of the tender even in the presence of only one valid offer, as long as it is deemed appropriate and convenient. Incomplete offers, not digitally signed by the legal representative, will be excluded.

AMOUNT OF THE CONTRACT

The total amount of the contract was estimated at 30.550 JOD max for tickets purchase for 1 years (approximately € 39.600), VAT exempt.

The quotation, in Italian or English, drawn up pursuant to the rules of the Call for Request quotation and the specifications herein, must include all the documentation indicated below and, under **penalty of exclusion**, must be received **no later than April**, **14 2022 12:00 pm**. The quotation must be delivered by mail at the following e-mail address: amman@ice.it

1. Cost of Fee in % or for tickets;



2. Declaration Form

- 3. Offers will not be considered that:
- are received after the mandatory deadline indicated.
- are conditioned or do not clearly accept the required conditions, create misunderstandings about the intention of the contractor to fully adhere to the conditions or indications of the cost.
- do not contain one or more elements required in this letter of invitation.

Increasing bids or multiple bids will not be accepted. Each competitor must participate by submitting a single offer.

The award will also take place in the presence of only one offer, because it is considered valid and deserving of acceptance.

For further information and / or clarifications, you can contact by e-mail: the ITA Office in Amman e-mail box: amman@ice.it

The sole person in charge of the procedure is Filippo Covino, head of the Ice Agency Office in Amman.

Incorrect, incomplete, or irregular contents attached in the mail can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 57/2017.

The procedure for the realization of the service in question will be awarded with the criterion of the lowest price offer on the agency fee pursuant to art. 95, c2 of Legislative Decree 50/2016 and s.m.i. The detailed procedure for evaluating offers will be indicated in letter of invitation.

The agency fee must be expressed in JOD and FILS for **this service** and must be the same, regardless of the type of flight, service cost or number of services purchased.

SUBJECTS ADMITTED PARTICIPATING

The subjects referred to in Article 45 of Italian Legislative Decree 50/2016, in possession of the following requirements, are eligible to participate in the procedure:

- a) inexistence of the causes of exclusion provided for by article 80 of Legislative Decree 50/2016 and subsequent amendments.
- b) registration in the Register of Companies of the Chamber of Commerce and Industry.
- c) coverage of the service on the national and international territory.
- d) perform the service and anything else requested according to the instructions given in this request for quotation, accepting all its contents, without any conditions or reservations.
- 10. The contract will be stipulated, after the award, by the Director / Sole Responsible for the procedure of the Ice-Agency Office in Amman.



Any possibility of tacit renewal is expressly excluded. The transfer, even partial, of the contract is not allowed.

We inform you that in the event of serious non-fulfillment, the Administration may decide to forfeit the deposit, furthermore, after a formal injunction which has remained unsuccessful, it may order the execution of all or part of the service in question at the expense of the defaulting party or company (except exercise of action for compensation for any damage). Finally, the Administration may order the termination of the contract, without prejudice, in any case, to compensation for damages suffered. The ICE-Agency may terminate the contract following serious and continuing violations of the rules on supply, by giving written and motivated notice of 30 days.

TERMS OF PAYMENT

The settlement of the amounts due will be made by bank transfer, upon presentation of an invoice, within 30 days of the invoice date.

TRACEABILITY OF FINANCIAL FLOWS

The company assumes, under penalty of absolute nullity of this contract, the obligations provided for by art. 3 of the Italian Law n. 136/2010 and subsequent amendments on the traceability of financial flows and Jordanian Law No. (18) for the Year 2017- The Securities Law.

All financial movements relating to this contract must be recorded on the dedicated current account, the identification details of which have been communicated to the ITA Office in Amman and will be carried out exclusively through the bank transfer instrument or with other suitable instruments to allow full traceability of the operations.

2. The company undertakes to immediately notify the ICE of Amman and the competent territorial office for the news of the fulfillment of its possible subcontractors / subcontractors to the obligations of financial traceability.

RULES OF CONDUCT FOR COLLABORATORS AND / OR EMPLOYEES OF THE CONTRACTING COMPANY

The economic operator undertakes, in carrying out the assignment, to comply with the disciplinary and conduct code adopted by the ICE-Agency in accordance with the provisions of Presidential Decree 62/2013 and approved by the Board of Directors with resolution 402 of 24 January 2017. The Disciplinary and Code of Conduct of the ICE-Agency is available on the website www.ice.gov.it - section "Transparent Administration" - "General provisions" - "General Acts".

The violation of the obligations referred to in the code will result in the ICE-Agency having the right to terminate the contract if it is deemed serious.

REFERENCE RULES

For all other conditions and terms not regulated herein, please refer to the provisions of Italian Ministerial Decree 192/2017 and Jordanian Law; the civil law governing the stipulation of the contract and the execution phase is determined according to the applicable rules of private international law.



DEFINITION OF DISPUTES

All disputes arising from the contract are referred to the jurisdiction of the Judicial Authority of the Court of Amman, excluding the arbitration jurisdiction.

PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS

This company is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the ICE-Agency institutional website at https://www.ice.it/it/privacy.

REPORTING OF OFFENSES

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of the authors of reports of crimes or irregularities of which they have become aware in the context of a public or private employment relationship"), companies supplying goods or services that operate in favor of the ICE Agency may report any "illegal conduct" of which they become aware in the context of the contractual relationship. The reports are managed through an IT application, in total confidentiality, by accessing the website www.ice.it - "Whistleblowing" section, available at the following link: https://ice.whistleblowing.it/#/.

SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES

The winning company shall execute all services under the conditions set forth in this letter, in the sole interest of the Italian Trade Agency – Amman Office, abiding by the instructions and requests that the Italian Trade Agency Amman Office will provide. The winning company is required to ensure the feasibility of its proposals at every stage. The winning company is not authorized to sign documents that may bind the Italian Trade Agency. The winning company shall observe professional secrecy and show diligence in the execution of services.

For further information concerning this call for bids and the required specifications, kindly contact the Italian Trade Agency – Amman Office Office at 0656622751/2 Ms. Rosarita Catani or Ms. Afnan Hamad or via email at amman@ice.it.

Thank you for your interest and we look forward to receiving your quotation Sincerely,

Filippo Covino

Italian Trade Commissioner – Amman Office