



ITALIAN TRADE AGENCY

Ufficio ICE DI AMMAN

[rev. 01 – marzo 2023]

*Dears Company*

***Consultation of economic operators for the purpose of direct awarding, pursuant to art. 7 paragraph 2 letter a) of Ministerial Decree 192/2017 of the graphic design and printing service of the catalogue of Italian companies, Roll up, Digital Background, badge with plastic cover on the promotional initiative: WORKSHOP B2B NUTRACEUTICAL IN THE MIDDLE EAST / STARTUP - INNOVATION IN JORDAN - COAN: U221T040L1- DURATION: 12 DAYS - CIG: ZD73B0C52.***

This Agency intends to entrust the service in question, by means of a market survey aimed at direct awarding, to be carried out pursuant to Article 7 paragraph 2 letter a) of Italian Ministerial Decree 192/2017.

**The services covered by the assignment are detailed in the specifications attached to this request.**

**The documentation attached to this request for quotation is listed below:**

- 1. Technical specifications;**
- 2. Detailed economic offer form;**
- 3. Declaration form.**

The maximum amount available for the service/supply in question is a maximum of JOD 1950.

For further information and/or clarifications, please contact by e-mail: the ICE Office in Amman, e-mail box: [amman@ice.it](mailto:amman@ice.it).

The sole Responsible of this Procedure is Elisa Caterina Maria Salazar, Director of the Italian Trade Agency - Amman Office.

#### **MODALITIES AND DEADLINE FOR SUBMITTING THE QUOTATION**

In view of the above, the company is invited to send to the e-mail address [amman@ice.it](mailto:amman@ice.it) by and **no later than 15:00 on 11 May 2023**, the documentation listed below, digitally signed by the legal representative of the company, or with a holographic signature attaching a valid identity document of the signatory:

- 1. Estimate Cost;**
- 2. Technical specifications;**
- 3. Declaration Form.**
4. Any further documents deemed necessary such as:

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- Technical Data Sheet of the product offered;
- Certified true copy of the original of the certification of registration with the Jordan Chamber of Commerce.
- Detailed economic offer form.

## **CONCLUSION OF THE CONTRACT**

Please be informed that the ICE Agency, pursuant to art. 11 of Italian Ministerial Decree 192/2017 will proceed with the direct awarding in favor of the company that will have presented the lowest price.

The conclusion of the contract will be subject to verification of the general requirements:

1. The Company has never been convicted in any court and has no federal or state criminal investigation conducted against it.
2. The Company has its license and/or permit and/or authorization in good standing and the same has not been suspended.
3. The Company possesses the skills and experience to provide service to ITA;
4. The Company has not had a complaint filed by a regulatory agency and has not engaged in any conduct that would result in sanctions and/or convictions under international, federal, state, or local laws.
5. The Company is in compliance with all laws, statutes and governmental requirements applicable to the services/goods provided hereunder.

The contract will be drawn up, following the award of the contract, by the legal representative of ICE-Agency or his/her delegate.

Any possibility of tacit renewal is expressly excluded. Even partial assignment of the contract is not permitted.

Please note that in the event of serious breach of contract the Administration may decide to forfeit the security deposit, it may also, after a formal injunction which has remained unsuccessful, order the execution of all or part of the service in question at the expense of the defaulting party or company (without prejudice to the exercise of action for compensation for any damages). Finally, the Administration may order the termination of the contract, subject, in any case, to compensation for any damage suffered. The ICE-Agency may terminate the contract following serious and continuing violations of the supply regulations, giving 30 days' written and reasoned notice.

## **GUARANTEES TO BE PROVIDED**

The contracting company may be required to pay a final guarantee equal to 10% of the contract amount.

## **TERMS OF PAYMENT**

The issuance of the invoice is subject to the issuance of the verification of regular performance to be carried out within a period not exceeding 7 days from the conclusion of the service by the Single Procedure Manager, who shall transmit a copy thereof to the contracting company. Once the regular execution has taken place, the provider of the

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good/service may proceed with the issuance of the invoice. The invoice shall be paid within 30 days from its receipt.

In order to facilitate the accounting and payment of invoices addressed to the ICE-Agency, it is recommended to state in the invoice in section 2.1.2. Purchase Order Data the following elements:

**Co.An.: U221T040L1**  
**CIG: ZD73B0C527**

#### **PENALTIES AND CONTRACT TERMINATION**

For penalties, please refer to paragraph no. 10 of the Technical Specifications. Delays expressly authorized by the ICE Agency due to force majeure events not attributable to the contractor will not be grounds for the application of penalties. In the event that the amount of the penalty exceeds 10% of the contractual amount, the Contracting Authority will proceed to declare the termination of the contract, without prejudice to the right to compensation for any damages suffered as a result of the non-fulfilment. In the event of non-performance, even partial, of the contractual obligations, the ICE-Agency reserves the right to independently terminate the contract and to claim compensation for any damage caused.

#### **TRACEABILITY OF FINANCIAL FLOWS**

Payment of the amounts due to the contractor shall be made by traceable methods exclusively to the dedicated bank account. To this end, the successful tenderer will be requested to fill in the relevant declaration in lieu of affidavit, a specimen of which will be forwarded together with the stipulation document. In this regard, we inform you that this procedure is identified by the following C.I.G. code: ZD73B0C527, which must be indicated in the reason for payment.

#### **RULE OF CONDUCT FOR COLLABORATORS AND/OR EMPLOYEES OF THE CONTRACTOR**

The economic operator also undertakes, in the performance of the assignment, to comply with the Code of Conduct adopted by the ICE-Agency, in accordance with the provisions of Presidential Decree 62/2013, approved by the Board of Directors by Resolution no. 547/21 of 23-02-2021. The Code of Conduct of the ICE-Agency is available on the website [www.ice.it](http://www.ice.it) - section "Transparent Administration" - "General Provisions" - "General Acts". Any breach of the obligations set out in the code will entitle ICE-Agency to terminate the contract, should it be considered serious.

#### **REFERRAL RULES**

For all other terms and conditions not regulated herein, reference is made to the provisions of Ministerial Decree 192/2017; the civil law governing the conclusion of the contract and the execution phase shall be determined in accordance with the applicable rules of private international law and in accordance with the provisions of the civil and commercial law applicable in Jordan.

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### **SETTLEMENT OF DISPUTES**

All disputes arising out of the contract shall be submitted to the jurisdiction of the Court of Amman, and arbitration shall be excluded.

### **PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS**

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

### **REPORTING OFFENCES**

Pursuant to Article 54-bis, paragraph 2 of Legislative Decree No. 165/2001 (as amended by Law No. 179/2017) "Provisions for the protection of the authors of reports of offences or irregularities of which they have become aware in the context of a public or private employment relationship", companies supplying goods or services operating on behalf of the ICE Agency may report any "unlawful conduct" of which they have become aware in the context of the contractual relationship. The reports are managed through a computer application, in total confidentiality, by accessing the website [www.ice.it](http://www.ice.it) - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/>.

**Best Regards**

**ICE Amman Office**  
**The Manager**  
**Elisa Caterina Maria Salazar**

*Elisa Caterina Maria Salazar*