

Amman Office  
07/08/2023  
**CO.AN.: S230W00000**

### REQUEST FOR PROPOSAL (RFP)

Consultation of economic operators aimed at direct assignment pursuant to art. 7 paragraph 2 lett. a) of the Ministerial Decree 192/2017 of the Service: **All Risks and Third-Party Liability Insurance 2023/2024 - CIG Z653C23DB8**.

The Italian Trade Agency – Amman Office, intends to provide the service in question, through a market survey aimed at direct assignment, to be carried out pursuant to art. 7 paragraph 2 lett. a) of Ministerial Decree 192/2017.

The applicants must submit a price quotation for the services described in this Notice.

The applicants will be carefully checked and vetted by ITA. The present RFP does not engage ITA in any type of contract or negotiation with the applicants. ITA reserves its right to contact only the applicants the Agency deems fully qualified.

### REQUIRED CONDITIONS FOR PARTICIPATION

ITA will accept proposals from **Insurance Companies** based in Jordan for the services: All Risks and Third-Party Liability Insurance 2023/2024.

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

The documentation attached to this request for a quote is listed below:

- a) **Technical specifications**
- b) **Declaration Form**
- c) **Form "B"**

### DURATION OF THE CONTRACT

One year

The maximum amount available for the service in question amounts to a maximum of 300 JOD (Three hundred Jordan Dinar).

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

The sole person in charge of the procedure is Elisa Maria Caterina Salazar, Italian Trade Commissioner of ITA-Amman

### METHOD AND DEADLINE FOR SUBMITTING THE QUOTE

Considering the above, this company is invited to send to the email address [amman@ice.it](mailto:amman@ice.it), no later than 08/08/2023, the documentation listed below, digitally signed by the legal representative of the company, or with a holographic signature attaching valid identity document of the subscriber:

1. Cost estimate;
2. Technical specifications;
3. Technical data sheet of the service offered;

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#### 4. Declaration Form (attached)

### **CONTRACT STIPULATION**

We inform you that the ICE Agency, pursuant to art. 11 of Ministerial Decree 192/2017 will proceed to direct assignment in favor of the company that will have presented the lowest price.

The signing of the contract will be subject to the verification of the general requirements provided for by local legislation equivalent to art. 80 of Legislative Decree no. 50/2016 and subsequent amendments to the competent bodies.

The contract will be stipulated, after the award, by the legal representative of the ITA-Agency – Amman Office. 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 for the 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 ITA-Agency may terminate the contract following serious and continuing violations of the rules on supply, by giving written and motivated notice of 30 days.

### **GUARANTEES TO BE GIVEN**

The contractor company may be required to pay a definitive surety equal to 10% of the amount of the credit line, net of \_\_\_\_\_ (mention any local taxes on consumption similar to VAT).

The surety can be, at the choice of the assignee, banking or insurance, with express waiver of the benefit of the prior enforcement of the principal debtor and with operation within 15 days, upon simple written request from the contracting authority.

The guarantee is progressively released according to the progress of the execution, up to a maximum of 80% of the guaranteed amount, the residual amount is released following verification of proper execution.

### **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 certification of regular execution by the Sole Processor / Director of the execution of the contract. The deadline for the certification of regular execution cannot be more than 30 days from the provision of the service.

### **PENALTIES AND CONTRACTUAL RESOLUTION**

Delays expressly authorized by the ITA Agency for reasons of force majeure not attributable to the service contractor will not be a reason for the application of penalties. In the event that the amount of the penalty exceeds 10% of the contractual amount, the Contracting Authority proceeds to declare the termination of the contract, without prejudice to the right to any compensation for damage suffered due to the non-fulfillment itself. In the event of even partial non-fulfillment of contractual obligations, the ITA-Agency reserves the right to independently terminate the contract and request compensation for any damage caused.

### **TRACEABILITY OF FINANCIAL FLOWS**

The payment of the amounts due to the assignee will be made using methods that can only be traced to the dedicated bank account. To this end, the successful tenderer will be required to fill in the relative declaration in lieu of the deed of notoriety, of which the model will be forwarded together with the stipulation document.

In this regard, we inform you that this procedure will be identified by C.I.G. code that will be inserted in the agreement and which must be indicated in the reason for payment.

### **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](http://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 considered serious.

## **REFERENCE RULES**

For all other conditions and terms not regulated herein, please refer to the provisions of Ministerial Decree 192/2017; the civil law governing the stipulation of the contract and the execution phase is determined according to the applicable rules of private international law [list any specific local legislation of reference].

## **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 providing 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](http://www.ice.it) - "Whistleblowing" section, available at the following link: <https://ice.whistleblowing.it/#/>.

With best regards

Italian Trade Agency - Amman Office  
Italian Trade Commissioner  
Elisa Caterina Maria Salazar

*Elisa Caterina Maria Salazar*