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22/06/2026

ITALIAN TRADE AGENCY

Jakarta Office

**ICE - Italian Trade Commission**  
**Trade Promotion Office of the Italian Embassy**  
**Jakarta Office**  
**Contract model of the Italian Trade Agency, Jakarta Office**

The format of contracts in the Jakarta office is as follows:

**Italian Trade Agency**  
**Jakarta Office**

**Address:** Menara Karya, 20th floor, Jl. HR Rasuna Said Block X-5, Kav. 1-2, 12950 Jakarta Selatan represented by the Director pro tempore

**AND**

**(company name)**

**Address:**

represented by (legal representative)

NAME:

SURNAME:

**PREMISE**

The Italian Trade Agency Office in Jakarta, the commercial section of the Italian Embassy in Indonesia, complies with Italian and European regulations on public procurement. The clauses listed below are therefore included in all contracts stipulated by the Agency, which will apply them in compliance with Indonesian legislation and commercial practices of the Indonesian market.

Contracts are normally stipulated with the direct award procedure as provided for by Legislative Decree 36/2023, by the EU regulations referred to therein and by MAECI Decree 32/2024.

**CIG** (This is a code that must be included in the contract and in all subsequent documents, as well as in accounting documents, including the invoice).

**CONTRACT DURATION**

The contract will last from the date of signature until the expiration date indicated in the contract. Upon expiration, its effects will cease automatically, without the need for any communication between the parties. The duration of the contract may be modified during its execution for the time strictly necessary to complete the procedures for identifying a new operator. In this case the contractor is required to perform the services at the same – or even more favourable – prices, agreements and conditions of the contract itself.

**CONTRACT EXECUTION AND PAYMENTS**

The contract management and the verification of its correct execution by the supplier is carried out by the contract execution director., the Director of the ICE Office in Jakarta ( [giacarta@ice.it](mailto:giacarta@ice.it) ), who coordinates, directs and controls the execution, verifying that the contractual activities and services are carried out in accordance with the contractual documents.



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Each payment can be made after issuing the certificate of execution, which certifies the correct fulfilment of the services. Before issuing an invoice, the supplier must send the payment request and wait for the certificate of proper execution to be issued.

Payment for services will be made by the Agency via internet banking upon presentation of the invoice. The Agency will pay for the service within 3 weeks of receiving the invoice, indicating the subject of the contract, the assignment letter number, and the code (CIG), addressed to: Email: [giacarta@ice.it](mailto:giacarta@ice.it).

### **ADVANCE PRICE**

Pursuant to Article 16 of the Ministry of Foreign Affairs and International Cooperation Decree 32/2024, after the contract is signed, the Office may provide advance payments of the price at the standard rate of 20 percent of the contract amount. Where required by mandatory provisions of local law, or when local practice makes it impossible to obtain the service otherwise, or in the presence of concrete, objective, and proven reasons specifically indicated by the RUP, this percentage may be increased and exceeded, up to a maximum and insurmountable limit of 30 percent of the contract amount. Advance payments are secured by a bank or insurance guarantee, in accordance with the procedures established by applicable law.

### **SANCTIONS**

In the event of significant breach of the contractual obligations, the Agency will apply a penalty to the supplier in relation to the importance of the breach itself.:

1. In the event of failure to deliver the service within the timeframes established in the contract or agreed upon with the Agency, except in proven cases of force majeure, a daily penalty equal to 0.1% of the total contract amount will be applied, determined according to fairness and proportionality criteria. In any case, the total amount of penalties applied cannot exceed 10% of the contract value.
2. Any subsequent action for the request for compensation for further damages caused by the non-fulfilment is reserved.
3. In the event of a delay exceeding 10 days, the Agency reserves the right to terminate the contract, charging the defaulting company for the additional costs incurred to provide the supply and any penalties or requests for delay in delivery to the joint contractors.

### **TERMINATION OF THE CONTRACT**

The following serious violations by the supplier entitle the Italian Trade Agency Jakarta Office to terminate the contract:

1. Violations of Italian or Indonesian criminal, civil, or tax laws;
2. Dissolution, termination or bankruptcy of the company;
3. Negligence in the provision of the service, confirmed and contested, which has seriously compromised the efficiency of the service itself;
4. Loss of subjective requirements requested in the forms sent by the Jakarta office and signed by the successful tenderer for the execution of the services related to the provision of the service;
5. When the total amount of penalties applied to the company exceeds the limit of 10% of the contractual amount.



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### **PRICE REVIEW CLAUSE**

Pursuant to Article 60 of Legislative Decree 36/2023, in the event of changes in the cost of goods and services that result in a variation greater than 5 percent of the total amount, the current contractual prices will be updated and revised by 80 percent of the variation. The contractor has the right to submit a documented request for revision by providing official tables, price lists, and indices certified by the Central Bureau of Statistics of the Republic of Indonesia (Badan Pusat Statistik - BPS) or corresponding official authorities.

### **EXCLUSION CLAUSES**

All economic operators who find themselves in the exclusion conditions provided for by Legislative Decree 36/2023 and by art. 57 of European Directive 2014/24/EU are excluded from this procedure. , and in particular in the case of: a) participation in a criminal organization; b) corruption; c) fraud; d) money laundering and criminal activities; e) child labour and other forms of human trafficking; f) if the operator has failed to fulfil obligations relating to the payment of taxes, duties or social security contributions and if this has been definitively and bindingly established by a judicial or administrative decision, on the basis of Indonesian and Italian legislation .

Furthermore, the participation of economic operators sanctioned by Indonesian and Italian regulations with the prohibition of contracting and entering into agreements with public administrations is not permitted.

### **CONFIDENTIAL NOTE**

The company that will stipulate the contract has the obligation to keep all data and information in its possession confidential, not to disclose them in any way or use them for purposes other than those necessary for the execution of the contract. All confidentiality obligations must be respected even after the contract with the Italian Trade Agency has ended. The Contractor is also responsible for ensuring that its employees and collaborators comply with the aforementioned confidentiality obligations. In the event of non-compliance with the confidentiality obligations, ITA has the right to automatically terminate the contract, with the obligation for the Contractor to compensate the Italian Trade Agency for all damages that may arise.

### **PROCESSING OF PERSONAL DATA**

The personal data collected as part of this procedure will be processed in strict compliance with European Regulation (EU) No. 679/2016 (GDPR) and Legislative Decree No. 196 of 30 June 2003, as amended and adapted by Legislative Decree No. 101 of 10 August 2018. The processing will be carried out exclusively for purposes related to the procurement procedure and the management of the contractual relationship. This notice constitutes a mere invitation to submit a bid and does not imply any obligation to contract on the part of ICE, nor does it confer any preferential or preferential rights.

The contact details of the Office are as follows: Italian Trade Agency Trade Promotion Office of the Italian Embassy, Menara Karya, 20th floor, Jl. HR Rasuna Said Block X-5, Kav. 1-2, 12950 Jakarta Selatan, [giacarta@ice.it](mailto:giacarta@ice.it) , T (+6221) 571 35 60.

### **Whistleblowing**

Companies supplying goods or services that operate on behalf of the ICE Agency can report any unlawful conduct they become aware of within the scope of the contractual relationship. Reports are managed through a computer application, in complete confidentiality, by accessing the website [www.ice.it](http://www.ice.it) - "Whistleblowing" section, link: <https://www.ice.it/it/whistleblowing>.



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**LITIGATION**

The contract is governed by the laws and courts of the Republic of Indonesia.