



Jakarta Office

Contractual form 2024 of the Italian Trade Agency, Jakarta Office

The format of Jakarta office contracts is as follows:

Company name: Italian Trade Agency, Jakarta Office
Address: Menara Karya, 20th floor, Jl. H.R. Rasuna Said, Block X-5 Kav. 1-2, 12950 South Jakarta
represented by the Trade Commissioner
Name: Paolo
Surname: Pinto

With

(Company name).....

(Address)

represented by (legal representative)

Name.....

Surname.....

PREMISE

The Italian Trade Agency Jakarta Office, commercial section of the Italian Embassy in Indonesia, respects Italian and European regulations on public procurement. The clauses indicated below are therefore included in all contracts stipulated by the Agency, which will apply them in compliance with Indonesian legislation and the commercial practices of the Indonesian market. Contracts are normally stipulated with the direct assignment procedure in accordance with the provisions of Legislative Decree. 36/2023, the Dm.192/2017 and the EU rules referred to therein.

SMART CIG(it is a code that must be inserted in the contract and in all subsequent documents, as well as in the accounting documents, including the invoice)

DURATION OF THE CONTRACT:

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 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 favorable - prices, agreements, and conditions of the contract itself.

EXECUTION OF THE CONTRACT AND PAYMENTS

The management of the contract and the verification of its correct execution by the supplier are carried out by the director of contract execution, the Trade Commissioner of Jakarta Office (Dr. Paolo Pinto, giacarta@ice.it), who coordinates, directs, and monitors execution, verifying that contractual activities and services are performed in accordance with the contractual documents.

Each payment can be made upon issuing the execution certificate, which certifies the correct fulfillment of the services.

Before issuing an invoice, the supplier must send the payment request and wait for the issue of the certificate of regular execution.

Payment for the services will be made by the Agency via an internet bank 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 number of the letter of appointment, and the code (Smart CIG), addressed to: Email: giacarta@ice.it

SANCTIONS

In the event of significant non-fulfilment of the obligations of the contract, a penalty is applied to the supplier by the Agency in relation to the importance of the non-fulfilment itself;

1. in case of failure to deliver the service within the terms contractually established or agreed with by the Agency, unless proven cases of force majeure, a daily penalty equal to 1 percent of the total amount of the prize will be applied. In any case, the total annual amount of penalties applied to the company cannot exceed the limit of 10%.
2. This is without prejudice to any subsequent action to request compensation for damages caused by the error itself.
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 delays in delivery to the common 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, tax legislation;
2. dissolution, termination or bankruptcy of the company;
3. negligence in the provision of the service, ascertained and contested, which has seriously compromised the efficiency of the service itself;
4. loss of the subjective requirements requested in the forms sent by the Jakarta office and signed by the successful company for the execution of the services connected to the provision of the service;
5. when the overall amount of penalties applied to the company exceeds the limit of 10% of the contractual amount;

PRICE REVISION CLAUSE

If during the execution of the contract there is a change in the prices of the goods/services that has led to a change in the overall contract price of more than 10 percent, the contractor has the right to request a revision of the prices by providing the tables or price lists of the Central Bureau of Statistics of the Republic of Indonesia that certify it.

EXCLUSION CLAUSES:

All economic operators who find themselves in the conditions indicated in Art. 57 of the European Directive 2014/24/EU are excluded from this procedure, and in particular in the cases of: a) participation in a criminal organization; b) corruption; c) fraud; d) money laundering and criminal activities; e) child labor and other forms of human trafficking f) If a judicial or administrative decision with final and binding effect on the basis of Indonesian law and Italian law has determined that the operator has not complied with the obligations relating to the payment of taxes or social security contributions.

Furthermore, the participation of economic operators sanctioned by Indonesian and/or Italian regulations with a ban on entering into agreements and contracts 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 nor to use them for purposes other than those necessary for the execution of the contract. All confidentiality obligations must also be respected at the end of the contract with the Italian Trade Agency. The contractor is also responsible for compliance with the aforementioned confidentiality obligations by its employees and collaborators. In the event of failure to comply with the confidentiality obligations, ITA has the right to declare the



contract terminated by right, with the contractor being obliged to compensate all damages that may arise to the Italian Trade Agency.

PROCESSING OF PERSONAL DATA:

According to Legislative Decree No. 196/2003 and European Regulation No. 679/2016, the data collected will be processed exclusively as part of the procedure described in this information. This notice constitutes exclusively an invitation to submit an offer for this procedure; therefore, it does not imply any obligation on the part of ICE towards the interested parties, nor can the submission of an offer give rise to rights of preference or suitability for the awarding of the contract by the Agency.

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

WHISTLEBLOWING

The companies supplying goods or services that operate in favor of the ICE Agency may report any illegal conduct of which they have become aware in the context of the contractual relationship. The reports are handled through an IT application, in total confidentiality, by accessing the website www.ice.it - "Whistleblowing" section, link: <https://www.ice.it/it/whistleblowing>

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