

Jakarta Office

The contract  is stipulated in direct assignment according with the provisions of Art. 36, paragraph 2, let. b) of the Italian Legislative Decrees n. 50/2016 and n. 56/2017 (issued in implementation of Directive 2014/24/ EU on public procurement), and according with the Guidelines n. 4, issued by ANAC (Italian anti-corruption authority) with Resolution No. 1097, 26/10/2016 and Resolution No. 206, 1/3/2018).

CONTENT OF THE CONTRACT

SMART CIG ………………………..

OBJECT (description)

………………………………………………………………

All the services described above will be ordered with a “service request letter” (contract) by the Trade Commissioner of the Italian Trade Agency in Jakarta.

VALUE OF THE CONTRACT: (CHANGE OF INDONESIAN CENTRAL BANK FOR EURO SALES AND PURCHASE OF INDONESIAN RUPEES ON THE DAY OF BEGINNING OF THE CONTRACT)

 ……………………………………€

 ……………………………………IDR

DURATION OF THE CONTRACT:

DURATION OF SERVICES:

The agreement will last ……………. year from the date……………to the date………………………….

signing of the contract, once all the participation requirements are verified. On the expiration date its effects will cease automatically, with no need for any notification between the parties. The duration of the contract may be modified in course of execution for the time strictly necessary to complete the procedures to identify a new operator (as per Art. 106, paragraph 11, of the above Italian Legislative Decree 50/2016). 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 the management of the contract and the verification of the correct execution of the same by the supplier is carried out by the director of the execution of the contract, the Trade Commissioner or his delegate, who coordinates, directs and controls the execution, verifying that the activities and the contractual services are performed in accordance with the contractual documents.

PENALTIES

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

1.In case of non-delivery / drafting of the documentation within the terms set by the contract or agreed with the Agency , except in the case of proven force majeure, a daily penalty of 1 ‰ of the total annual award amount will be paid;

2. the supplier will be charged in full for any penalty, fine or fine imposed on the Agency, without prejudice to any subsequent action for the request for damages caused by the error itself. In any case, the total annual amount of the penalties applied to the company cannot exceed the limit of 10% of the annual contractual amount.

3 In the event of a delay of more than 10 days, the Agency reserves the right to terminate the contract, with the defaulting company being charged for the higher costs incurred to provide for the supply and for any penalties or requests for delay for delivery to the common contractors. .

TERMINATION OF THE CONTRACT

Serious breaches that grant the right and automatic possibility of the contract constitute:

1. dissolution, termination or bankruptcy of the company;

2. negligence of the service, ascertained and notified, which seriously compromise the efficiency of the service itself;

3. loss of the subjective requisites required of the awarded company for the execution of services connected with the performance of the service;

4. when the total amount of penalties applied to the company exceeds the limit of 10% of the contractual amount;

5. when the supplier is guilty of fraud;

PAYMENTS

Each payment can be made subject to the issue of the execution certificate, which certifies the correct fulfillment of the services.

The payment of the services will be made monthly by the Agency through the internet bank following the presentation of the invoice and delivery of the economic statements relating to salaries, labor costs and attendance records in service, as well as those who record holidays and illnesses, monthly and yearly.

The Agency will provide the payment for service within 3 weeks after received an invoice, bearing the Object of the contract, number of the letter of appointment, the code (Smart CIG), addressed to:      Email : giacarta@ice.it

CLAUSES OF EXCLUSION:

All economic operators who find themselves in conditions indicated in Art. 57 of the European Directive 2014/24/EU are excluded from the present procedure, and notably: a) participation in a criminal organization b) corruption c) fraud d) money laundering and criminal activities e) child labor and other forms of human smuggling f) if the operator has not complied with the obligations related to the payment of taxes or social security contributions and if this has been established by a judicial or administrative decision, with definitive and binding effect, on the basis of Indonesian and Italian legislation g) it is also not admitted the participation of economic operators sanctioned by the Indonesian and Italian regulations with the prohibition of signing agreements and stipulating contracts with public administrations.

CONFIDENTIALITY NOTICE:

The company that will sign the contract has the obligation to keep all the data and information in its possession as confidential, and not to disclose them in any way nor make them object of use for any purpose other than those necessary to execution of the contract. All confidentiality obligations must be respected even at the end of the contract with the Italian Trade Agency. The Contractor is also responsible for the observance of the aforementioned secrecy obligations by his employees and consultants. In case of non-observance of the confidentiality obligations, ITA has the right to declare the contract automatically terminated, and the Contractor will be obliged to compensate all the damages that may arise to the Italian Trade Agency.

TREATMENT OF PERSONAL DATA: According to the Italian Legislative Decree n. 196/2003 and the European Regulation n. 679/2016, the collected data will be processed exclusively within the procedure described in this notice. This notice is exclusively intended as an invitation to submit a bid for this procedure; therefore, it does not imply any obligation of the Italian Trade Agency towards the subjects concerned, nor submitting an offer may in any case give rise to preferential rights or eligibility for the assignment of the contract by the Agency.

The contact details of the Office are as follows: Italian Trade Agency – Trade Promotion Office of The Italian Embassy Gedung BRI 2, 29th floor suite 2903 Jl. Jend. Sudirman Kav 44-46 Jakarta Pusat 10210 T (+6221) 571 35 60

DISPUTES - The contract is governed by the laws and courts of  Indonesian Republic