



ITALIAN TRADE AGENCY

Amman Office

MARKET SURVEY NOTICE INTRODUCTION

Dear Company

Subject: Consultation of economic operators aimed at direct assignment pursuant to art. 7 paragraph 2 letter. a) of the D.M. 192/2017 of the Personal Accident Insurance policy for our employees at our office in Amman– CIG: ZA93B8D854.

This Agency intends to entrust the service/supply in question, through a market survey aimed at direct assignment, to be carried out pursuant to art. 7 paragraph 2 lett. a) of Italian Ministerial Decree 192/2017.

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

Content of the requested service:

1. CONTRACTING STATION

1.1 Name: Italian Trade Agency

2. CHARACTERISTICS OF THE CONTRACT

2.1 Place of Execution: Amman - Abdel Shuman Street no. 10 - Matalqa Center.

2.2 Brief description of the contract: Personal Accident Insurance policy for our employees at our office in Amman.

2.3 Estimated amount of the contract: JOD 1500.

2.4 Duration of the contract: 12 months.

It is established that, in this procedure, the provisions of paragraph 11 of art. 106 of Legislative Decree no. 50/2016, for which the duration of the contract may be extended for the Italian Trade Agency all time strictly necessary for the conclusion of the procedures for identifying a new contractor, including the deadline for signing the contract.

3. PROCEDURE, CONDITIONS OF PARTICIPATION, TERMS

3.1 Award criterion: the award will take place according to the criterion of the offer with the lowest price, pursuant to art. 7 comma 2, lett. a) of the Italian D.M. 192/2017.

3.2 Subjects admitted to the expression of interest: the economic operators referred to in art. 45 of Legislative Decree. 50/2016 and subsequent amendments.

3.3. Participation requirements: under penalty of exclusion, the Economic Operators who intend to participate must, in addition to following the provisions of articles 80 and 83 of the Italian Legislative Decree 50/2016 and subsequent amendments and additions and the provisions of the local Authorities, also possess the following requirements, under penalty of exclusion:

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Amman Office

- be up to date with the fulfillment of the obligations to pay contributions and compulsory insurance premiums;
- be registered in the Company Register of the Amman Chamber of Commerce for the exercise of the activity covered by the contract (a copy of the registration certificate must be presented).

The Insurance agencies concerned must declare possession of the aforementioned requirements by filling in Form B signed by the legal representative of the agency, attached to this request for quotation, accompanied by a photocopy of a valid identity document, aware of the penal sanctions envisaged by the 'art. 76 of the same decree in force in Italy and in accordance with the penal code in force in Jordan for the hypotheses of forgery of deeds and false declarations indicated therein.

- The Italian Trade Agency will not evaluate offers submitted by companies that do not demonstrate compliance with the requirements.

The Italian Trade Agency intends to make use of the social clause pursuant to art. 50 of Legislative Decree. 50/2016.

4. LANGUAGE IN WHICH OFFERS MUST BE DRAWN UP

English.

5. METHOD OF CARRYING OUT THE ADMINISTRATION SERVICE

The required insurance guarantees must be valid for every initiative and/or activity organized and/or managed and/or carried out and/or authorized and/or approved by the Italian Trade Agency, in relation both to the work carried out within the Office and other activities outside the Office, including (by way of example but not limited to) participation in the Fair on the national territory, workshops organized by ICE Agency, etc., both on-site and off-site. For further information and/or clarifications, it is possible to contact by e-mail: the ITA Office in Amman e-mail box: amman@ice.it.

THE FOLLOWING GUARANTEES MUST BE ALSO INCLUDED:

- Acts of terrorism, sabotage, and the like.

The Sole Head of Procedure is Elisa Caterina Maria Salazar, Head of the ICE Office in Amman.

6. METHODS AND DEADLINE FOR PRESENTATION OF THE QUOTE

Considering the above, this company is invited to send the documentation listed below, digitally signed by the legal representative of the company, to the email address amman@ice.it no later than 06.25.2023 at 3.30 pm, holographic signature attaching a valid identity document of the subscriber:

- A - Estimate
- B - Technical specifications
- C - Declaration Form
- D - Any additional documents
- E - Detailed economic offer form
- F - Copy of the Certificate of registration with the local Chamber of Commerce.

7. CONTRACT STIPULATION

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

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Amman Office

The stipulation of the contract will be subject to the verification of the general requirements pursuant to art. 80 of Legislative Decree no. 50/2016 and subsequent amendments also at the local Chamber of Commerce.

The contract will be stipulated, after the award, by the legal representative of ITA-Agency of Amman. Any possibility of tacit renewal is expressly excluded. The assignment, even partial, of the contract is not permitted.

We inform you that in the event of a serious breach, the Administration may decide to forfeit the deposit, and 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 subject or company (except exercise of the action for compensation for any damage). Finally, the Administration may order the termination of the contract, subject, in any case, to compensation for the damage suffered. The ITA-Agency may terminate the contract following serious and continuous violations of the supply regulations, by giving 30 days written and reasoned notice.

8. GUARANTEES TO BE PROVIDED

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

The surety can be, at the choice of the contractor, bank or insurance, with express waiver of the benefit of preventive enforcement of the principal debtor and effective within 15 days, upon simple written request from the contracting authority.

The guarantee is progressively released as the execution progresses, up to a maximum of 80% of the guaranteed amount, the remaining amount is released following verification of regular execution.

9. TERMS OF PAYMENT

The issuance of the invoice is subject to the release of the verification of regular execution to be carried out within a period not exceeding 7 days from the conclusion of the service by the sole manager of the procedure who will send a copy to the contractor company. Once the regular execution has taken place, the supplier of the good/service will be able to proceed with the issue of the invoice. The invoice will be paid within 30 days of its receipt.

10. PENALTIES AND CONTRACTUAL TERMINATION

For penalties, see paragraph no. 18 of the technical specifications.

The delay expressly authorized by the ITA Agency due to force majeure not attributable to the service provider 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 proceeds to declare the termination of the contract, without prejudice to the right to any compensation for the damage suffered due to the breach itself.

In the event of partial non-fulfilment of the contractual obligations, the ITA- Agency reserves the right to autonomously terminate the contract and to request compensation for any damage caused.

11. TRACEABILITY OF FINANCIAL FLOWS

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

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Amman Office

In this regard, we inform you that this procedure is identified by the following C.I.G. code: **ZA93B8D854**, which must be reported in the reason for payment.

12. RULES OF CONDUCT OF COLLABORATORS AND/OR EMPLOYEES OF THE CONTRACTOR

The economic operator also undertakes, in carrying out the assignment, to comply with the Code of Conduct adopted by the ICE-Agency, based on the provisions of Presidential Decree 62/2013, approved by the Board of Directors with Resolution no. 547/21 of 23-02-2021. The Code of Conduct of the ICE-Agency is available on the website www.ice.it – section “Transparent Administration” - “General Provisions” - “General Acts”. The violation of the obligations referred to in the code will result in the ITA-Agency being entitled to terminate the contract, if it is deemed serious.

13. REFERRAL RULES

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

14. DEFINITION OF DISPUTES

All disputes arising from the contract are referred to the jurisdiction of the Judicial Authority of the Court of Amman, arbitration jurisdiction remaining excluded.

15. PRIVACY POLICY 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 institutional website of the ICE-Agency at the address [https://www.ice .it/it/privacy](https://www.ice.it/it/privacy).

16. REPORTING WHISTLEBLOWS

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) “Provisions for the protection of authors of reports of crimes or irregularities of which they have become aware in the context of a public or private employment relationship”, companies supplying goods or services that operate on behalf of the ICE Agency can report any “unlawful conduct” of which they have become aware in the context of the contractual relationship. Reports are managed using an IT application, in total confidentiality, by accessing the website www.ice.it - “Whistleblowing” section, available at the following link: <https://ice.whistleblowing.it/#/>.

Best regards

Amman 14/06/2023

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

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