

Amman Office

Dear Sirs,

REQUEST FOR A QUOTE WITH DIRECT ASSIGNMENT PURSUANT TO ART. 7 PARAGRAPH 2 LETT. A) OF THE MINISTERIAL DECREE 192/2017 FOR THE PURPOSE OF IDENTIFYING TEMPORARY AGENCIES INTERESTED IN THE ASSIGNMENT OF THE ADMINISTRATION SERVICE OF TEMPORARY WORK WITH A FIXED-TERM TERM FOR THE NEEDS OF THE ITALIAN TRADE AGENCY THROUGH A SUBSEQUENT DIRECT ASSIGNMENT PROCEDURE. – CIG: Z4C3B83118

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.

## 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: fixed-term temporary work administration service. The use of temporary staff belonging to the categories is envisaged level "A", B, BS, C and D professionals specified in the technical specifications, based on individual requests for administration which will be made from time to time in relation to actual needs and up to the last date of the duration of the contract.

2.3 Estimated amount of the contract: the estimated amount of the contract relating to the agency fee is (1 year + renewal option) JOD 22737 JOD yearly (about 30,000 Euros) for labor costs and agency fees.

This amount, is presumptive, since the number of resources, the duration of the individual administration missions and the relative value of the salaries and contributions will be determined on the basis of the services actually requested in the context of the individual administration orders, which they will be issued on the basis of actual personnel

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Certificate N. 38152/19/S  
ISO 9001 / UNI EN ISO 9001:2015



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requirements, also taking into account financial and regulatory constraints, as well as those deriving from its personnel planning and budget forecasts.

The amount indicated is therefore in no way binding or binding for the Company, given that the "actual" global amount disbursed under the contract will only be quantified following the issue of individual supply orders.

#### **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.

### **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:

- 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 temporary 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

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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 requested service must be performed with the utmost care and discipline, in compliance with the provisions of this notice and the relevant legislation and in compliance with the following methods:

a. the Italian Trade Agency will formulate the request for temporary work administration to the contracting company;

b. outsourced workers will be assigned to the tasks envisaged in the context of promotional initiatives;

c. where possible, the Contracting Company will place at the disposal of the Italian Trade Agency personnel who have gained previous work experience in a similar sector and who have knowledge of the Italian language at level B2 for personnel in category "A".

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

- 1) Technical specifications
- 2) Detailed economic offer model
- 3) Declaration Form.

For further information and/or clarifications, it is possible to contact by e-mail: at the ITA Office in Amman e-mail box: [amman@ice.it](mailto:amman@ice.it).

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

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## 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](mailto:amman@ice.it) no later than 3.30 pm on 06.25.2023 holographic signature attaching a valid identity document of the subscriber:

Estimate

Technical specifications

Declaration Form.

Any additional documents

Detailed economic offer form

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.

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 damages 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 since its receipt.

## 10. PENALTIES AND CONTRACTUAL TERMINATION

For penalties, see paragraph no. 14 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

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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.

In this regard, we inform you that this procedure is identified by the following C.I.G. code: Z4C3B83118, 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](http://www.ice.it) – section “Transparent Administration” - “General Provisions” - “General Acts”. The violation of the obligations referred to in the code will result in the ICE-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>.

## **17. REPORTING WHISTLEBLOWS**





ITALIAN TRADE AGENCY

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

Best regards

Amman 12/06/2023

Italian Trade Agency – Amman Office

Italian Trade Commissioner

Elisa Caterina Maria Salazar

*Elisa Caterina Maria Salazar*

