



ITALIAN TRADE AGENCY

Dears Company

Consultation of economic operators for the purpose of direct awarding, pursuant to art. 7 paragraph 2 letter a) of Ministerial Decree 192/2017 of the reliance for the supply, delivery and installation of curtains and rails at Italian Trade Agency – Amman Office - DURATION: 12 DAYS - CIG: ZC03D2D811-COAN: S230W00000

This Agency intends to entrust the service in question, by means of a market survey aimed at direct awarding, to be carried out pursuant to Article 7 paragraph 2 letter a) of Italian Ministerial Decree 192/2017.

OBJECT: RELIANCE ON THE SUPPLY AND INSTALLATION OF CURTAINS.

The object of these specifications is the supply and installation of fabric curtains with lower environmental impacts, compliant with the Ministry of the Environment, Land and Sea Protection Decree of 11 January 2017 (Official Gazette no. 23 of 28 January 2017) of fabric curtains and the removal and disposal service of old curtains of the Italian Trade Agency office in Amman.

The exact measurements of the curtains must be taken by the companies during the mandatory inspection to be carried out to participate in the RDO.

1. The delivery of the curtains is understood to include all related charges and expenses, including, by way of example and not limited to, packaging, transport, delivery, installation, and assembly.
2. The supplies must be carried out in compliance with all the rules established by these specifications.
3. New curtains must be delivered assembled and old ones removed for subsequent disposal free of any risk and expense.
4. Furthermore, the supplier will be responsible for the costs of packaging, transport, and related risks of handling etc., as well as the burden of civil liability towards third parties for any, and all, damage caused as a result of the supply.
5. The successful company undertakes to carry out all supplies in an impeccable manner with suitable personnel, under its own and exclusive responsibility in compliance with current laws, regulations, and contractual rules on the matter.
6. To this end, declares to totally exempt the Italian Trade Agency Office in Amman from any direct or indirect civil and criminal liability, and to comply with all obligations towards its employees based on the legislative and regulatory provisions in force regarding employment and social insurance, assuming all the related costs.
7. The successful company assumes all responsibility in the event of accidents and/or damage caused to people or things both by the Italian Trade Agency Office in Amman and by third parties, due to shortcomings or negligence in the execution of the supply.
8. The Italian Trade Agency Office in Amman is exonerated from any liability for damages, injuries or anything else that may occur to the Contractor's staff or that may be caused to third parties by the staff themselves in carrying out the supply.

9. The contractor undertakes to apply the contractual regulations in force regarding labor and to ensure that employees receive the economic treatment provided for by the Jordanian law; the Contractor also undertakes to observe the provisions concerning compulsory social security insurance and regular contributions payments to the committed employees, according to the methods established by current legislation in Jordan. All accident, welfare or social security insurance obligations and charges in favor of its employees are therefore borne by the contractor, who is solely responsible, with the exclusion of any right of compensation against the Italian Trade Agency of Amman and compensation from the same.

10. The supply must be carried out in full compliance with all current regulations regarding safety, accident prevention and workplace hygiene and the contractor must adopt all means to guarantee maximum safety in relation to the services performed and all procedures and precautions to ensure the safety of the people involved and third parties. In particular, the contractor must take every action necessary to guarantee the life and safety of the people involved and third parties, as well as to avoid any damage to public and private assets during the relevant operations regarding the delivery of the supply.

SUPPLY AND SERVICE REQUIREMENTS

The supplies and services requested are listed below:

FABRIC CURTAINS WITH LOWER ENVIRONMENTAL IMPACTS COMPLIANT WITH THE MINISTRY OF THE ENVIRONMENT, PROTECTION OF THE TERRITORY AND THE SEA OF 11 JANUARY 2017 (Italian Law):

a) Supply and installation of curtains in blackout fabric, composition 100% fire-retardant Textile, approval certificate for reaction to fire Class 1, curled packaging, weight not less than g. 360/m², central and/or lateral opening.

b) Installation on sturdy tracks in heavy aluminum profile, suitable to carry the weight of the blackout fabrics, complete with supports, slides, and all accessories for installation and operation, pull control, colors: (INDICATE THE AVAILABLE COLORS).

All curtains offered must be of good quality and free of defects that make the products inappropriate for the use for which they are intended.

Installation and delivery locations:

- Italian Trade Agency - Amman Office - Abdel Hamid Shouman Street n. 10 - Matalqa Center - 5th floor

REMOVAL AND DISPOSAL OF OLD CURTAINS

Regarding intervention works with the removal of the curtains, their structures and attachment supports, transport and disposal of existing curtains and profiles in landfill, filling holes and detachments for safety.

The curtains to be removed (fabric curtains) are installed in the Italian Trade Agency Office - Matalqa Center - 5th floor.

CERTIFICATIONS

The successful company, upon request of the contracting authority, must deliver to the Administration the following certifications or declarations attesting:

- The conformity of the articles with the UNI EN ISO standards in force on the subject at the date of submission of the offer,
- Class 1 fireproofing of the curtains pursuant to the Ministerial Decree dated 02/22/2006 and subsequent amendments;
- The conformity of the products with the applicable safety legislation.

- Compliance with any other specific legislation relating to all curtains and accessories that will be offered.

MINIMUM ENVIRONMENTAL CRITERIA FOR THE SUPPLIES OF TEXTILE PRODUCTS

1. As regards fabric curtains with lower environmental impacts, the curtains indicated must have the following basic technical specifications indicated in the Minimum Environmental Criteria for the supply of textile products adopted with the Decree of the Ministry of the Environment, Land Protection and sea of 11 January 2017 (Official Gazette no. 23 of 28 January 2017) as follows:

TECHNICAL SPECIFICATIONS

Restriction of hazardous chemicals to be tested on the finished products supplied must not contain:

extremely worrying substances referred to in art. 57 of Regulation (EC) no. 1907/2006, registered in Annex XIV on the date of publication of the notice or request for offer 1 (15) and the substances included in the candidate list pursuant to art. 59 of Regulation (EC) no. 1907/2006 of the European Parliament and of the Council of potential use in textile products 2 (16), in concentrations higher than 0.1% by weight, nor must they contain the substances subject to restriction for specific uses indicated in Annex XVII and shown in the table below.

Furthermore, the products supplied must not contain substances that remain in the finished product applied in the dyeing, printing, and finishing phases (execution phase of functional treatments and finishing) classified, pursuant to Regulation (EC) 1272/2008 on classification, the labeling and packaging of substances and mixtures, with the following danger indications:

H300 Fatal if swallowed; H301 Toxic if swallowed; H310 Fatal in contact with skin; H311 Toxic in contact with skin; H330 Fatal if inhaled; H331 Toxic if inhaled; H304 May be lethal if ingested and enters the respiratory tract; EUH070 Toxic by eye contact; H370 Causes damage to organs; H371 May cause damage to organs; H372 Causes damage to organs through prolonged or repeated exposure; H373 May cause damage to organs through prolonged or repeated exposure; H317 May cause an allergic skin reaction; H334 May cause allergy or asthma symptoms or breathing difficulties if inhaled; H334 May cause allergy or asthma symptoms or breathing difficulties if inhaled; H340 May cause genetic alterations; H341 Suspected of causing genetic defects; H350 May cause cancer (R45) 3 (17); H351 Suspected of causing cancer; H350i May cause cancer if inhaled; H360F May damage fertility (R60); H400 Very toxic to aquatic organisms; H412 Harmful to aquatic organisms with long lasting effects; H410 Very toxic to aquatic life with long lasting effects; H411 Toxic to aquatic life with long lasting effects; EUH059 Dangerous for the ozone layer.

Substance group	Restrictions	Concentration limits	Verification methods
Azo dyes and dyes Applicability: colorful textile products	Azo dyes cannot be used because it can release aromatic amines carcinogenic, nor dyes afferent to certain sentences of risk, according to indications given in Appendix A "Dyeers subject to restrictions."	≤30 mg/kg for each amine (to be evaluated on final product)	EN 14362-1:2012 EN 14362-3:2012
Colorants potentially sensitizers (see appendix list	50 mg/kg		DIN 54231

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A) Applicability: synthetic textiles dyed with dyes missing		
Halogenated flame retardants Applicability: textiles with flame retardant finishing Tri(2,3-dibromopropyl) phosphate CAS No 126-72-7 Trisaziridinyl phosphine oxide CAS No. 545-55-1 Polybrominated diphenyl; diphenyl polybrominated (PBB) CAS No. 59536-65-1	Absent within the detection limits of the method of the test instrument.	UNI EN 71-10:2006 Par. 8.1.1 in combination with the UNI EN 71-11:2006 Par. 5.2
Formaldehyde Applicability: finished fabrics with anti-crease treatment or treated with resins; colored or printed	75 mg/kg for products in contact with skin and 300 mg/kg for products not in contact with skin	EN ISO 14184-1
Organotin compounds Applicability: Coated textiles, textiles containing polyurethane, plastisol (PVC) prints, textiles with silicone or fluorine carbonic finishes, cotton textiles.	≤2 mg/kg	UNI CEN ISO/TS 16179:2012 method for footwear adaptable to textiles
Pentachlorophenol- (CAS number: 87-86-5)	≤0,5 mg/kg	UNI 11057:2003
Cadmio (Cd total) (CAS number :7440-43-9)	40 mg/kg	UNI EN 16711-1:2015
Nichel (CAS number: 7440-02-0) Applicability: Metal accessories	0,5 µg/cm ² /weekly	UNI EN 1811:2015 + UNI EN 12472:2009
Chromium VI and compounds Applicability: textiles dyed with complex dyes metallic	0,5 mg/kg	DIN 38405-24:1987
Polycyclic aromatic hydrocarbons: Benzo[a]pyrene (BaP) CAS no. 50-32-8	1,0 mg/kg	AfPS GS 2014:01

<p>Benzo[e]pyrene (BeP) CAS No.192-97-2</p> <p>Benzo[a]anthracene (BaA) CAS no. 56-55-3</p> <p>Crisene (CHR) CAS n. 218-01-9</p> <p>Benzo[b]fluoranthene (BbFA) CAS no. 205-99-2</p> <p>Benzo[j]fluoranthene (BjFA) CAS no. 205-82-3</p> <p>Benzo[k]fluoranthene (BkFA) CAS no. 207-08-9</p> <p>Dibenzo[a,h]anthracene (DBAhA) CAS n.53-70-3</p>		
<p>Phthalates: Applicability Coated textiles, transfer prints and plastisol, plastic accessories</p> <p>Bis-(2-ethylhexyl)-phthalate (DEHP) CAS no. 117-81-7</p> <p>Dibutyl phthalate (DBP) CAS n.84-74-2</p> <p>Butylbenzyl phthalate (BBP) CAS no. 85-68-7</p> <p>Di-isononyl phthalate(DINP) CAS no. 28553-12-0, CAS No. 68515-48-0</p> <p>Di-isodecyl phthalate (DIDP) CAS No.26761-40-0, CAS No. 68515-49-1</p> <p>Di-n-octyl phthalate (DNOP) CAS no. 117-84-0</p> <p>Bis2-methoxyethyl phthalate (DMEP) CAS no. 117-82-8</p> <p>Diisobutyl phthalate (DIBP) CAS no. 84-69-5 Branched Di-C6-8-alkyl phthalates (DIHP)</p>	<p>0,1% mg/kg (total amount 0,10% p/p</p>	<p>UNI EN ISO 14389:2014</p>

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CAS no. 71888-89-6 Branched di-C7-11-alkyl phthalates (DHNUP) CAS no. 68515-42-4		
Dimethyl fumarate (DMF)	OP + NP < 10.0 mg/kg OP + NP + OPEO + NPEO	ISO/DIS 18254:2014
Polyfluorinated and perfluorinated Applicability: All items with treatments stain-resistant and water-repellent	Perfluorooctane sulfonate (PFOS): ≤ 1.0 g/m ² Perfluorooctanoic acid (PFOA): ≤ 1.0 g/m ² Perfluorohexanoic acid (PFHxA): ≤ 0.1 mg/kg Fluorotelomer alcohols (FTOH): ≤ 0.1 mg/kg Perfluorobutane sulfonate (PFBS): ≤ 0.1 mg/kg Fluorotelomer sulfonate (FTS): ≤ 0.1 mg/kg Perfluorobutanoic acid (PFBA) : ≤ 0.1 mg/kg Perfluorodecanoic acid (PFDA): ≤ 0.1 mg/kg Perfluoroheptanoic acid (PFHpA) : ≤ 0.1 mg/kg	UNI CEN/TS 15968:2010
Extractable metals Applicability: All textile products	Antimony (Sb): ≤ 30.0 mg/kg Arsenic (As): ≤ 1 mg/kg Cadmium (Cd): ≤ 0.1 mg/kg Chromium (Cr) (trivalent and hexavalent) ≤ 2.0 mg/kg Cobalt (Co): ≤ 4 mg/kg Copper (Cu): ≤ 50 mg/kg Lead: ≤ 1 mg/kg Nickel (Ni): ≤ 1 mg/kg Mercury (Hg): ≤ 0.02 mg/kg	UNI EN 16711-2:2015 - Textile - Determination of metal content - Part 2: Determination of extracted metals via acid solution of sweat artificial

WARRANTY AND AVAILABILITY OF SPARE PARTS

1. The product warranty must have a duration of at least two years from the date of acceptance of the supply by the Italian Trade Agency and the manufacturer must guarantee the availability of spare parts for at least two years.
2. The guarantee is to be understood as including labor and any other activity necessary to guarantee the restoration of the perfect functioning of the asset, including the possible replacement of spare parts.
3. The warranty does not include defects caused by normal wear and tear, improper use and/or tampering with curtains and accessories, or force majeure.

4. Interventions under warranty - restoration, aimed at ensuring the functionality of the products, must be carried out within eight working days following the request for intervention made via certified e-mail, under penalty of the application of the penalties referred to in the next paragraph: "DELIVERY DELAYS, PENALTIES, EXPRESS TERMINATION CLAUSE AND WITHDRAWAL".

5. If it is not possible to immediately restore the efficiency of the asset, the contractor will have to replace the product or its components within eight days following the first intervention, under penalty of the application of the penalties referred to the art.

6. Nothing must be charged for the interventions described above, including travel costs, mileage, and hours of travel for the technician.

7. For each intervention under warranty, a specific note must be drawn up signed by the technician containing the data and description of the intervention carried out.

STAFF AND EQUIPMENT

1. All employees of the successful company must have the individual protection devices required by Italian Legislative Decree 81/08 and subsequent amendments and have polite and respectful behavior.

2. The successful tendered company must, by assuming all the related charges including insurance and social security ones, comply with all obligations towards its personnel, without exception, deriving from legislative and regulatory provisions regarding employment and social insurance, with any liability on the part of the contracting authority being excluded.

3. All vehicles and equipment must be in perfect working order and comply with all legal devices and marks, must be in compliance with the regulations in force regarding accident prevention, technically efficient and maintained in perfect condition as well as equipped with all those measures and accessories designed to protect and safeguard the operator and third parties from possible accidents.

SAFETY

1. The supplier is required to strictly observe all current regulations regarding accident prevention, health, and workplace safety.

2. The successful company will indemnify the contracting authority from any liability relating to the health, safety, and accidents at work of its employees.

TERMS, METHODS, AND PLACE OF DELIVERY

1. The successful company will have to deliver and install all the curtains at the Italian Trade Agency Office in Shmeisani, Maltaqa Center, 5th floor, within the deadline of no. 15 (fifteen) natural and consecutive days starting from the date of receipt of the order.

2. In the absence of the provisions of paragraph 1 of this article, the penalty provided for in the following article 11 will be applied.

4. The supply must be free of any expense, in particular transport, packaging, and assembly costs.

5. All curtains must be erected by the contractor.

TESTING AND ACCEPTANCE

1. Following the delivery and assembly of the curtains and the collection and disposal service of the old curtains, the supply and service performed will be checked, and the relative correspondence and conformity of both to the technical and qualitative characteristics required for the supply of the new curtains and to the requirements for the collection and disposal service of old curtains.

2. If the curtains supplied or the collection and disposal service are found to be wholly or partially non-compliant with the provisions of these Specifications, the Italian Trade Agency - Amman Office may rightfully refuse the curtains or accept them with reservation and/or contest the collection and disposal service for old curtains, which was poorly carried out.

3. The supplier has the obligation, within 15 days of the formal communication of refusal and dispute, to collect and replace the rejected curtains and to remedy the disputed collection and disposal of the old curtains, bearing the related costs at his own expense.

MODALITIES AND DEADLINE FOR SUBMITTING THE QUOTATION

In view of the above, the company is invited to send to the e-mail address amman@ice.it by and no later than 15:00 on 19 November 2023, the documentation listed below, digitally signed by the legal representative of the company, or with a holographic signature attaching a valid identity document of the signatory:

1. Estimate cost;
2. Technical specifications;
3. Declaration form.

Any further documents deemed necessary such as:

1. Technical data sheet of the product offered;
2. Certified true copy of the original of the certification of registration with the Jordan Chamber of Commerce;
3. Detailed economic offer form.

CONCLUSION OF THE CONTRACT

Please be informed that the ITA Agency, pursuant to art. 11 of Italian Ministerial Decree 192/2017 will proceed with the direct awarding in favor of the company that will have presented the lowest price.

The conclusion of the contract will be subject to verification of the general requirements:

1. The Company has never been convicted in any court and has no federal or state criminal investigation conducted against it.
2. The Company has its license and/or permit and/or authorization in good standing and the same has not been suspended.
3. The Company possesses the skills and experience to provide service to ITA.
4. The Company has not had a complaint filed by a regulatory agency and has not engaged in any conduct that would result in sanctions and/or convictions under international, federal, state, or local laws.
5. The Company is in compliance with all laws, statutes and governmental requirements applicable to the services/goods provided hereunder.

The contract will be drawn up, following the award of the contract, by the legal representative of ICE-Agency or his/her delegate. es

Any possibility of tacit renewal is expressly excluded. Even partial assignment of the contract is not permitted.

Please note that in the event of serious breach of contract the Administration may decide to forfeit the security deposit, it 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 party or company (without prejudice to the exercise of action for compensation for any damages). Finally, the Administration may order the termination of the contract, subject, in any case, to compensation for any damage suffered. The ITA-Agency

may terminate the contract following serious and continuing violations of the supply regulations, giving 30 days' written and reasoned notice.

PRICE AND CURRENCY OF PAYMENT

Price shall be fixed in JOD.

The maximum tender price cannot exceed the amount of JOD 1300.

TERMS OF PAYMENT

The issuance of the invoice is subject to the issuance of the verification of regular performance to be carried out within a period not exceeding 7 days from the conclusion of the service by the Single Procedure Manager, who shall transmit a copy thereof to the contracting company. Once the regular execution has taken place, the provider of the good/service may proceed with the issuance of the invoice. The invoice shall be paid within 30 days from its receipt.

In order to facilitate the accounting and payment of invoices addressed to the ITA-Agency, it is recommended to state in the invoice in section 2.1.2. Purchase Order Data the following elements:

Co.An.: S230W0000

CIG: ZC03D2D811

DELIVERY DELAYS, PENALTIES, EXPRESS TERMINATION CLAUSE AND WITHDRAWAL

1. If any non-compliance with the provisions of these Tender Specifications is detected, the Administration will send a formal warning with an analytical and reasoned description of the disputes charged and with an invitation to the successful tenderer to comply immediately to the violated provisions.
2. For each calendar day of delay with respect to the delivery times (provided for in art. 9 of these Specifications) a penalty equal to 10% (one per thousand) calculated on the net contractual amount will be applied, without prejudice to the compensation of the greater damage and in any case overall not exceeding ten percent.
3. The application of the penalty will be preceded by a formal notification of non-compliance in order to allow the company to exercise the right to present counterarguments within the peremptory deadline of fifteen days from the date of receipt of the notification.

TRACEABILITY OF FINANCIAL FLOWS

Payment of the amounts due to the contractor shall be made by traceable methods exclusively to the dedicated bank account. To this end, the successful tenderer will be requested to fill in the relevant declaration in lieu of affidavit, a specimen 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: ZC03D2D811, which must be indicated in the reason for payment.

RULE OF CONDUCT FOR COLLABORATORS AND/OR EMPLOYEES OF THE CONTRACTOR

The economic operator also undertakes, in the performance of the assignment, to comply with the Code of Conduct adopted by the ICE-Agency, in accordance with the provisions of Presidential Decree 62/2013, approved by the Board of Directors by 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". Any breach of the obligations set out in the code will entitle ICE-Agency to terminate the contract, should it be considered serious.

REFERRAL RULES

For all other terms and conditions not regulated herein, reference is made to the provisions of Ministerial Decree 192/2017; the civil law governing the conclusion of the contract and the execution phase shall be determined in accordance with the applicable rules of private international law and in accordance with the provisions of the civil and commercial law applicable in Jordan.

SETTLEMENT OF DISPUTES

All disputes arising out of the contract shall be submitted to the jurisdiction of the Court of Amman, and arbitration shall be excluded.

PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS

This company is invited to read the Information Notice on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the institutional website of ICE-Agency at <https://www.ice.it/it/privacy>.

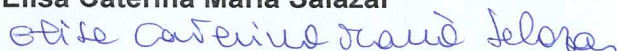
REPORTING OFFENCES

Pursuant to Article 54-bis, paragraph 2 of Legislative Decree No. 165/2001 (as amended by Law No. 179/2017) "Provisions for the protection of the authors of reports of offences or irregularities of which they have become aware in the context of a public or private employment relationship", companies supplying goods or services operating on behalf of the ICE Agency may report any "unlawful conduct" of which they have become aware in the context of the contractual relationship. The reports are managed through a computer application, in total confidentiality, by accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/>.

Date 09/11/2023

Best Regards

ICE Amman Office
The Manager
Elisa Caterina Maria Salazar

A handwritten signature in blue ink that reads 'Elisa Caterina Maria Salazar'.