



ITALIAN TRADE AGENCY

Amman Office

C.I.G.: Z843BD8A37

COAN: U183T116T1

TENDER TECHNICAL SPECIFICATIONS

The Italian Trade Agency - Amman Office is looking for the services of a company specialized in market research for qualitative/quantitative market research activities for the cosmetic sector in Iraq, Kurdistan included.

1. PURPOSE OF THE ASSIGNMENT

The Italian Trade Agency - Amman Office is seeking the services of a company specialized in undertaking market research for the cosmetic sector in Iraq, Kurdistan included.

2. FIELD OF WORK AND ACTIVITY OF THE COMPANY

Companies are invited to:

Carry out market research by following the index of contents referred to in annex "A" of these technical specifications.

Request for proposal

- review relevant regulatory practices and regulations in the cosmetics industry in Iraq which includes the labeling, packaging, or characteristics of cosmetics;

conformity assessment procedures, i.e. procedures for sampling, testing and inspection; assessment, verification and assurance of compliance; notification, accreditation and approval as well as their combinations;

- examine the current situation and prepare a summary of the legislation that applies to cosmetics in each part of Iraq;
- prepare a comprehensive database of Iraqi companies in the cosmetics sector that were interviewed for the purpose of the research (complete with emails, direct mobile numbers and decision-makers' names).

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Detailed activities and research delivery timelines are as follows:

No.	Indicative Timeline	Activity
1	31 July 2023	Prepare the draft of Research Report and submit the draft to Italian Trade Commission
2	08 August 2023	the Italian trade Agency will send the company any considerations and/or corrections to be made
3	12 August 2023	The company will send to Italian Trade Agency the 2 nd draft of the market research
4	20 August 2023	Delivery of the definitive version of the market research

3. CONTRACT DURATION - EXTENSION OPTIONS

The contract has a duration of 21 days starting from the signing date of the relative contract. The award will be immediately binding for the awarding Entity, while for the Company it will be subject to the obligations established by current legislation also with regard to the verification of the requirements and any substitutive declarations.

The hypotheses of early termination or withdrawal are reserved in the cases provided for by the GCA, by these regulations, by Italian law, by local law or by the Italian civil code.

For the supply contracts activated in this period, the awarded Agency undertakes to keep the Agency premium unchanged, subject to a discount in the Economic Offer, and used as compensation for the search, selection and administrative and legal management of personnel, as well as all the services indicated in these Specifications, except for the provisions of the GCA regarding price revisions.

4. VALUE OF THE CONTRACT AND COST OF THE SERVICE

The estimated annual value 21 days of the contract was determined as 9000 USD.

This amount is inclusive of all ancillary costs for the delivery of the market research.



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5. LIABILITY OF THE CONTRACTING COMPANY

The successful tenderer is directly liable for any damages caused by breach of the contract.

6. PRICE OF THE SERVICE AND METHOD OF PAYMENT

The Italian trade Agency will arrange for the payment of the service within 30 days of receipt of the regular invoice.

The invoice must contain the CIG of the contract to be stipulated, the reference COAN of the promotional initiative.

The control and settlement of invoices are the responsibility of the Senior Accountant of the ICE Agency.

The payment of the fees due to the awarded Agency will be made by bank transfer with costs to be borne by ICE Agency.

7. OFFICIAL SECRECY AND CONFIDENTIALITY DUTY

Pursuant to Legislative Decree no. 196/2003, the awarded Agency is responsible for the processing of data which it comes into possession of in the performance of the service. The Agency assumes the obligation to keep confidential all data, documents, and information of which it becomes aware, not to disclose them and not to use them for any reason, unless with the prior consent of the Company.

The obligation of confidentiality will be binding for the entire duration of the contract and subsequently until the relative information has become public.

8. CHECKS - SANCTIONS - CAUSES FOR TERMINATION OF THE CONTRACT - WITHDRAWAL - FORCE MAJEURE

The Company reserves the right to carry out the checks it deems appropriate for all legal purposes and to ascertain the correctness of the Contractor's work at any moment of the procedure, from the tender phase to the end of the execution of the contract, also by making use of the help from other competent bodies in Iraq (for example the Chamber of Commerce).

These checks will be carried out by the Company without prior notice to the Contractor, to whom, in any case, a copy of the outcome will be sent in the event of non-compliance found.



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The formal notification of any violations committed by the worker, or by the Contractor, will be handled by the Foreign Trade Agency. This dispute will be communicated to the Assignee in writing and will contain the notification of the event and, where possible to remedy it, and the deadline assigned to do so.

In the event that the Contractor does not respect the terms for the administration of personnel or in any case is unable to supply the personnel requested, Italian Trade Agency may contact another Company without prejudice to the right to apply sanctions, and the right to reimbursement of any higher expenses incurred as well as any damages suffered.

In addition to the cases of termination under contract law provided for in other parts of these specifications, penalties, lawsuits under contract law and the right of withdrawal are governed by the future contract.

9. PENALTIES

In addition to the specific cases identified in other parts of these Specifications, all violations of the contractual rules committed by the Assignee can be sanctioned with the imposition of penalties, commensurate with the seriousness of the event.

The penalty applied on the basis of the seriousness of the event is 10% of the total value of the contract.

10. RULES OF CONDUCT FOR COLLABORATORS AND / OR EMPLOYEES OF THE CONTRACTING COMPANY

In carrying out the assignment, the economic operator undertakes to comply with the disciplinary and conduct code adopted by the ICE-Agency in accordance with the provisions of Presidential Decree 62/2013 and approved by the Board of Directors with resolution 402 of 24 January 2017. The Disciplinary and Behavior Code of the ICE-Agency is available on the website www.ice.gov.it - section "Transparent Administration" - "General provisions" - "General Acts".

The violation of the obligations referred to in the code will result in the ICE-Agency having the right to terminate the contract if it is deemed serious.

11. PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS

The data provided by the applicants will be processed in accordance with Regulation (EU) 679/2016 exclusively for the purposes related to the completion of the procedure in question. Your personal data are processed by automated means for institutional, administrative, and accounting purposes. The writing





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Agency is the data controller. For further information regarding your personal data processing, please visit the following page on ITA website: <https://www.ice.it/en/privacy>.

12. REPORTING OF OFFENSES

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

Date __/07/2023

For acceptance:

The Company:

