**TECHNICAL SPECIFICATIONS**

**ART. 1 - SUBJECT AND AMOUNT OF THE CONTRACT**

The subject of the contract is the awarding of "Graphic Design and Printing Services for Catalogue and Roll-up" The maximum amount for the conclusion of the contract is JOD 1950.

**ART.2 DURATION OF THE SERVICE**

The contract will last for 12 days from the date of formalization of the contract.

**ART. 3 - AWARD CRITERIA**

The contract will be awarded to the company offering the lowest price.

The service provision may be awarded even in the presence of only one valid offer. The ICE Agency Amman Office reserves the right, prior to the final awarding of the contract, to ask for any clarifications and to verify the truthfulness of what has been declared and/or documented by the successful bidder in the tender.

**ART. 4 - TERMS OF PRESENTATION OF THE OFFER**

In order to participate in the tender, under penalty of exclusion, participants must send to the email address: [amman@ice.it](mailto:amman@ice.it) by and **no later than 15:00 on 11 May 2023** all the required documentation: "Direct awarding for the service of graphics and printing catalogue and roll up - B2B NUTRACEUTICAL WORKSHOP IN THE MIDDLE EAST / STARTUP - INNOVATION IN JORDAN - COAN: U221T040L1- CIG: ZD73B0C527".

**Documentation:**

- Enclose all the documents and certifications required in these specifications, re the follow:

**Economic Offer:**

A) Application to participate in the tender, which must be drawn up in English and signed by the company's legal representative.

B) Registration with the CCIAA (Chamber of Commerce, Industry, Crafts and Agriculture) dated no earlier than six months prior to the date of the application for participation, indicating the number, registered office, duration and purpose and legal form, as well as the name, place, and date of birth of the owner or legal representative(s) or of the persons authorized to legally bind the company.

C) Absence of grounds for exclusion pursuant to Article 80, paragraph 5, letter c) of Italian Legislative Decree No. 50 of 2016 and under Jordan Law, namely:

a) a declaration made by the legal representative of the participating company that the company is not in a state of bankruptcy, compulsory liquidation or composition with creditors and that no proceedings for the declaration of any of these situations are underway;

b) a declaration made by the legal representative of the participating company that there are no duly ascertained serious infringements of safety regulations and any other obligation arising from employment relationships;

c) a declaration made by the legal representative of the participating company, that it has not committed serious negligence or bad faith in the performance of the services entrusted by this contracting station, according to the reasoned assessment of the same contracting station, and that it has not committed a serious error in the exercise of its professional activity, ascertained by any means of proof by the contracting station;

d) a declaration made by the legal representative of the participating company, that it has not committed any definitively ascertained violations with respect to obligations relating to the payment of taxes and duties, in accordance with Jordanian legislation;

e) that it has not committed any serious violations, as finally ascertained, with respect to obligations relating to the payment of social security and welfare contributions, in accordance with Jordanian legislation;

f) a declaration made by the legal representative of the participating company, that no disqualification sanction or other sanction entailing the prohibition to contract with the public administration has been applied against the company;

g) a declaration made by the legal representative of the participating company, that in respect of the subjects of the company who have ceased to hold office in the three years preceding the date of publication of the tender notice, no conviction has been pronounced, which has become final, or a criminal decree has been issued, or a sentence has been applied on request, for serious offences to the detriment of the State or the Community that affect professional morality, or a conviction, which has become final, for one or more offences of participation in a criminal organization, corruption, fraud, money laundering;

h) a declaration by the legal representative of the participating company that it accepts, without condition or reservation, all the rules and provisions contained in the tender notice;

i) Copy of the tender notice and tender specifications initialed on each page and signed for acceptance on the last page - with a full and legible signature - by the legal representative of the participating company;

l) Technical capacity:

The participating company, under penalty of exclusion, must present:

1) the presence of at least one graphics expert (with at least three years' experience in the conception/graphic realization of products identical to those of the tender) who is able to offer, in particular, his consultancy and experience in carrying out the activities of graphic design and printing of the materials that are the subject of the tender;

2) the presence of a graphic designer with computer graphics processing skills;

3. the ability to process texts and images and to create audiovisual products using the main application programs, such as Adobe Photoshop, Adobe Illustrator, etc;

**ART. 5 - "ECONOMIC OFFER**

"Economic Offer", must be drawn up in Annex "B" to these specifications and must be signed, under penalty of exclusion, by the legal representative of the participating Company.

**ART. 6 - CONDITIONS, TIMING AND MODALITIES FOR THE PROVISION OF THE SERVICE**

The individual unit prices in “Annex B” are to be understood as including the costs of collection and shipment of the materials to the premises of ICE Amman.

No. 2 rounds of proof are envisaged for each individual product to be produced.

Processing and delivery times for each individual product must not in any case exceed (except in cases of force majeure which must be promptly notified by the successful tenderer to ICE Amman) those indicated below:

- definition of the graphic project by the successful tenderer (following delivery of the materials and work order by the ICE Amman : 4 (four) working days;

- delivery to ICE Amman by the successful tenderer of the first draft layout (following approval of the graphic design by ICE Amman: 6 (six) working days;

- delivery to the ICE Amman by the successful tenderer of the second draft (after collection by the successful tenderer of the first corrected draft by the ICE): 8 (eight) working days;

- delivery to the ICE Amman by the successful tenderer of the final draft: 10 (ten) working days;

- delivery to ICE Amman by the successful tenderer of the finished product: working days 12 (twelve).

On completion of the work, the final product (final product on electronic support and in pdf format, together with all the graphics and images in the graphic format used for their realization) must also be delivered to the ICE Amman, together with the finished products.

The successful tenderer will be obliged to carry out all the works falling within the technical specifications relating to the unit prices in Annex “B”.

**ART. 7 - PERSON DESIGNATED BY THE CONTRACTOR**

The contractor shall indicate, within 7 (seven) days of receipt of the notice of award of contract, the natural person designated as the Company's Representative Manager, who will be available as a contact person vis-à-vis the ICE Amman for all matters relating to the performance of the supply covered by this contract. In the event of the temporary absence, for exceptional reasons, of the designated personnel, the Company shall give prior notice to the person delegated to replace them, in order to avoid inefficiencies.

**ART. 8 - OBLIGATIONS AND RESPONSIBILITIES OF THE AWARDED COMPANY**

The successful tenderer is responsible for the exact fulfilment of the contract and the perfect execution of the service.

The company awarded the contract shall:

- assume the obligation of providing the service with the necessary means and managing it at its own risk.

- employ suitable personnel in accordance with the legal requirements concerning age, professionalism, and duties.

**ART.9 - TERMINATION OF THE CONTRACT AND UNILATERAL WITHDRAWAL**

Without prejudice to the provisions of the civil code concerning termination for non-performance, the following are specific causes of termination of the contract:

- the unjustified interruption of the work;

- failure to meet the requirements set out in ex Article 80 of Italian Legislative Decree;

In addition to the above, the ICE Amman has the right to request the early termination of the contract in the following cases;

a) in the event of fraud, gross negligence, breach of obligations of the terms of the contract, not eliminated following a formal warning by the ICE Amman;

b) in the event of an arrangement with creditors, bankruptcy or seizure or attachment proceedings against the successful tenderer.

Automatic termination of the contract shall in any case entail forfeiture of the security deposit, without prejudice to compensation for greater damages.

**Art 10 - PENALTIES**

For each day of delay, even if attributable to a third party, except in the case of force majeure or fortuitous events, with respect to the delivery dates indicated in these terms and conditions, the contractor will be obliged to pay to the ICE Amman a penalty equal to 5% of the value of the contract for each day of delay, except for compensation for greater damages.

In all other cases of non-fulfilment, even partial, of the contractual obligations, attributable to the contractor's fault, from which a serious inefficiency derives, including the ascertainment of any hidden defects in the material delivered, Amman ICE reserves the right to apply a penalty of JOD 300.00 (three hundred/00) for each non-fulfilment contested, except for compensation for greater damages**.**

Any breach of contract that gives rise to the application of the above penalties shall be contested with the contractor in writing. The contractor must communicate its deductions within a maximum period of five days of the same objection. If such deductions are not admissible in the opinion of ICE Amman, i.e. there has been no response or the response has not been received within the above-mentioned period, the above-mentioned penalties may be applied.

The request for and/or payment of the penalty shall in no case exempt the Contractor from fulfilling the obligation for which the Contractor was in default, and which gave rise to the obligation to pay the same penalty. In the event of the application of penalties, the Amman ECI will recover the amount on the invoice for the service performed in which the default occurred.

**ART 11 - REVOCATION**

The award may be subject to revocation if, due to intervening facts, there is no longer the interest or the possibility on the part of the Amman ECI to perform the contractual obligations no longer exists, without prejudice to the right of the successful tenderer to withdraw the contract.

Without prejudice to the right of the successful tenderer to obtain just compensation for any work already carried out carried out, if the interruption is not attributable to it.

**ART. 12 - PROHIBITION OF SUBCONTRACTING**

The successful tenderer is prohibited from subcontracting the performance of all or part of the service of the contract under penalty of immediate termination of the contract.

**ART.13 - TERMS OF PAYMENT**

Payment of the invoice shall take place within 60 days of receipt of the invoice, which shall be issued upon completion of the tasks assigned for the service covered by these specifications, after verification of the correctness of the services rendered by the contractor. The invoice shall be issued with the following header:

Italian Trade Agency - Amman Office/Italian Embassy in Amman

Al Shmeisani - Abdel Hamid Shouman Street n 10

Amman - Jordan

The invoice must necessarily contain the following elements:

♦ Date and number of the supply order issued;

♦ All bank details for payment (account number - IBAN code, etc.).

♦ Co.An.: \_ U221T040L1 - CIG: ZD73B0C527.

The successful tenderer undertakes to promptly notify any changes in the terms of payment and declares that, in the absence of such notification, it releases Amman JEV from any liability for payments made.

**ART. 14 - TRACEABILITY OF FINANCIAL FLOWS**

Payment of the amounts due to the contractor will be made by traceable methods exclusively to the dedicated bank account. To this end, the successful tenderer will be asked 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: ZD73B0C527, which must be indicated in the reason for payment.

**ART. 15 - BEHAVIOUR OF 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 with Resolution no. 547/21 of 23-02-2021. The ICE-Agency Code of Conduct 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.

**ART. 16 - REFERRAL RULES**

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

**ART. 17 - 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>.

**ART. 18 - REPORTING OFFENCES**

Pursuant to Article 54-bis, paragraph 2 of Legislative Decree 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/#/>.

**ART. 19 - PERSON IN CHARGE OF THE PROCEDURE**

The person in charge of the Procedure of the ICE Amman Office is Dr. Elisa Caterina Maria Salazar.

**ART. 20 - COMPETENT COURT**

The Court of Amman shall have exclusive jurisdiction over any dispute, direct or indirect, which may arise in connection with the subject matter of these terms and conditions and their application and execution.

**Amman 7 May 2023**

**Italian Trade Agency**

**The Commissioner**

**Elisa Caterina Maria Salazar**

**For acceptance:**

**(Company name)**

**(Signature of legal representative)**