



AMBASCIATA D'ITALIA - DOHA

DETERMINA A CONTRARRE

L'AMBASCIATORE

Visto il decreto del Presidente della Repubblica 5 gennaio 1967, n.18, "Ordinamento dell'amministrazione degli affari esteri";

Vista la legge 7 agosto 1990, n. 241, "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi";

Visto il decreto del Presidente della Repubblica 1 febbraio 2010, n.54, "Regolamento recante norme in materia di autonomia gestionale e finanziaria delle rappresentanze diplomatiche e degli uffici consolari di I categoria del Ministero degli affari esteri";

Visto il decreto del Ministro degli affari esteri e della cooperazione internazionale 2 novembre 2017, n. 192, "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero";

Considerata l'esigenza di dare attuazione ai principi desumibili dall'articolo 32, comma 2, del decreto legislativo 18 aprile 2016, n. 50, individuando preventivamente gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

Visto il bilancio di previsione per l'esercizio finanziario di riferimento e, in particolare, i criteri di programmazione della spesa delineati dalla relazione di cui all'articolo 6, comma 8, del DPR n. 54 del 2010;

Considerando che, tenuto conto dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della Sede, si rende necessario acquisire la *fornitura* di un servizio di pulizia quotidiana degli uffici, per l'esercizio 2021;

Considerato che, sulla base delle condizioni prevalenti nel mercato di riferimento in loco quali emergono dal complesso degli elementi qui comunque disponibili, il valore stimato dell'appalto ammonta a QAR 80.000,00 al netto delle imposte indirette;

Considerato che, sulla base del cambio pubblicato nel sito della Banca d'Italia alla data odierna, il suddetto importo è inferiore ad euro 40.000;

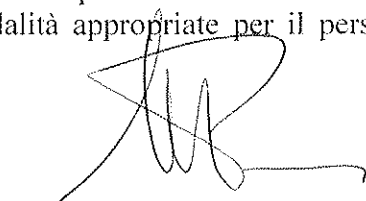
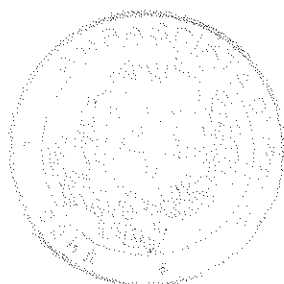
Considerato che, per la tipologia e per il valore stimato del contratto da acquisire, l'articolo 7, comma 2, lettera a) del DM n. 192 del 2017, prevede che il contraente sia selezionato mediante affidamento diretto;

Considerato che l'importo corrispondente al valore stimato del contratto trova capienza nelle risorse finanziarie all'uopo allocate nel bilancio della sede;

DETERMINA

1. di avviare una procedura per acquisire la fornitura di un servizio di pulizia quotidiana degli uffici, mediante affidamento diretto;
2. che la spesa connessa alla presente procedura sarà imputata al Titolo I.11.02 del bilancio di sede;
3. di nominare quale responsabile unico del procedimento il vice comm. amm.vo contabile Massimo Scarpa che, con autonomia decisionale, svolge tutte le attività riferite al suddetto affidamento, ivi comprese quelle in materia di trasparenza e di prevenzione della corruzione, in conformità con la vigente normativa, individuando le modalità appropriate per il perseguimento delle esigenze pubbliche sottese all'appalto di cui trattasi.

Doha, 26.11.2020



L'Ambasciatore
Alessandro Prunas



EMBASSY OF ITALY - DOHA

CLEANING SERVICES AGREEMENT

Subject: Contract for daily cleaning services at the Diplomatic Chancery, for the period from 01.01.2021 to 31.12.2021 – Contract Identification Number CIG Z472F6B081

This Cleaning Services Agreement (hereinafter referred to as "Agreement") is made by and between **ALFARDAN PROPERTIES CO. L.L.C.**, a company duly established under the laws of the State of Qatar (hereinafter referred to as "FIRST PARTY") and **EMBASSY OF ITALY IN DOHA** (hereinafter referred to as "SECOND PARTY"), tenant of Floor No. 23rd Office No. 01 of Alfardan Office Tower (herein referred to as "Leased Property").

WHEREAS, the FIRST PARTY is desirous to enter into a Cleaning Services Agreement with the SECOND PARTY regarding the performing of cleaning services (hereinafter referred to as "Cleaning Services") on the Leased Property.

WHEREAS, The FIRST PARTY agrees to perform all the cleaning services on the Leased Property according to the conditions set herein.

The FIRST PARTY and SECOND PARTY hereby, for the considerations herein after mentioned, agree on the following:

1- SCOPE OF WORK (DAILY):

FIRST PARTY undertakes to perform the Cleaning Services described below, including the services of two (2) cleaners:

A. ON A DAILY BASIS

a. General Area

- Cleaning and dusting all glass doors and metal frames
- Cleaning and dusting display shelves
- Cleaning and dusting wooden walls and doors
- Cleaning and dusting all glass partitions
- Cleaning and dusting all furniture: desks/chairs/sofas/lamps and shades/legs and base
- Lift all cushions from furniture and vacuum underneath
- Clean and disinfect telephones
- Trash removal and cleaning of bins
- Cleaning all baseboards
- Spot clean all internal glass windows
- Spot clean all furniture needed: Report any damages/large spills
- Cleaning and dusting picture frames
- Sweeping and dry mopping marble floors
- Cleaning chemicals, Machinery & Supplies

b. Bathrooms

- Clean and disinfect all sinks, toilet and counter tops
- Clean shower units, walls and glass doors
- Clean and wash shower floors
- Clean and dust mirrors
- Remove garbage and disinfect bins

c. Lift Corridors

- Cleaning and dusting of elevator doors/buttons
- Sweeping and dry mopping black marble floor
- Cleaning and dusting corridor walls

d. Garbage Area

- Remove garbage and disinfect the area

e. Fire Exit Staircase

- Sweeping and mopping staircases
- Dusting and cleaning handrails
- Spot clean walls

B. ON A WEEKLY BASIS

- a. Buffing all marble floors
- b. High dusting all wooden panels

C. ON A MONTHLY BASIS

- a. Cleaning A/C grills
- b. Cleaning fire exit signs

2- TERM:

The Agreement shall be for a term of One (01) year commencing from **01 January 2021** and expiring on **31 December 2021**.

3- SERVICES HOURS:

The Cleaning Services shall be performed daily, as per the scheduling requirement of the Floor No. 23rd Office No. 01 but will not exceed 8 hours. All overtime above and beyond the 8-hour work day is subject to management approval.

4- PAYMENT:

SECOND PARTY shall pay FIRST PARTY for the aforesaid work on a monthly rate of **QRS 6,110/= (Qatari Riyals Six Thousand One Hundred Ten Only)** within 30 days after the First Party submitted the Invoice to the Second Party.

Therefore, the First Party will send to the Second Party, every beginning of the month, an invoice relating to the service performed in the previous month.

The following code must be expressed on the invoices: "CIG Z472F6B081".

5- LIABILITY:



FIRST PARTY will be responsible for any damage, to persons or property, caused by their employees in case of negligence in the exercise of their functions.

6- CONTACT POINTS:

The Person Responsible for the Procedure is Mr. Massimo Scarpa, administrative attaché of the Embassy of Italy in Doha.

7- ASSIGNMENT OF AGREEMENT:

Unless a written consent is provided by the FIRST PARTY, SECOND PARTY should have no right to assign, transfer the Agreement, any part of it or interest in it to any other Person(s) whom so ever.

8- GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Qatar.

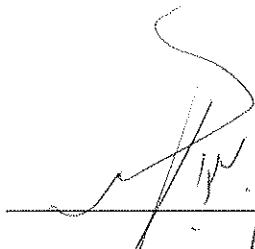
This Agreement is made in two copies in English. Each party shall receive one copy.


For and on behalf of the


For and on behalf of the

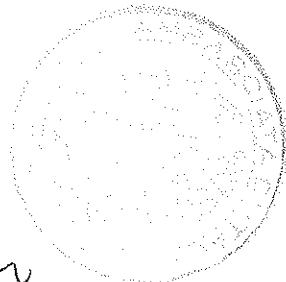
FIRST PARTY

SECOND PARTY

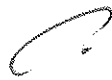


Bilal Hilal ATOUT
Regional Head of Leasing




HE Alessandro Prunas
Ambassador


Date: 29 November 2020


Z.

**PART I
CUSTOMER AND CONTRACT PROCEDURE INFORMATION**

Customer ID	Answer:
Name:	<i>EMBASSY OF ITALY IN DOHA</i>
Title or brief description of the procurement:	Contract for the provision of daily cleaning service
CIG	Z472F6B081

PART II: INFORMATION ON THE ECONOMIC OPERATOR

A. Economic Operator ID	Answer:
Name:	ALFARDAN PROPERTIES CO.
National Identification Number, if existent (taxpayer code number, VAT, registration...)	
Postal address:	
Person of contact: Telephone number: PEC or e-mail: (website) (<i>where existent</i>):	



PART III: EXCLUSION GROUNDS

A: Grounds linked to criminal convictions

Applicants who have been definitively convicted in Italy or in the Country where the contract is performed are excluded from participation for the following reasons: (1) participation to a criminal organization; (2) corruption; (3) fraud; (4) terrorist offences or offences linked to; (5) money laundering or financing of terrorism activities; (6) child labor and trafficking in human beings; (7) any other offence which cause the impossibility to contract with public authorities. Relevant situation for exclusion are provided by the Italian law, as well as:

- In the member States of the EU, by the situation indicated in the national legislation which has implemented the Art. 57, Directive 2014/24/EU;
- In non-member States of the EU, by the equivalent situation provided by the national criminal law.

The economic operator or a member of its management or supervisory bodies or any person in the economic operator with powers of representation, decision or control has not been convicted for one of the above reasons with a definitive sentence not exceeding five years ago or, after that, an exclusion period established in the sentence is still applicable.

B: Reasons linked to tax payments and social security contributions

The economic operator has satisfied all the obligations related to the payment of taxes, or social security contributions in the country where it is established, in Italy and in the country where the contract takes place.

C: Reasons linked to insolvency, conflict of interests or grave professional misconduct

- 1) The Economic operator has not violated, insofar as it is aware, obligations related to health and safety at the work place as well as of environmental, social and job legislation.
- 2) The Economic operator is not subject to a legal procedure and it is not in one of the following situations:
 - a) bankruptcy, liquidation, insolvency procedure, arrangement with creditors, affairs administered by the courts or any analogous situation.
 - b) it has ceased to operate.
- 3) The economic operator was not founded guilty of serious professional misconduct.
- 4) The economic operator has not signed agreements with other economic operators in order to distort competition.
- 5) The economic operator is not aware of any conflict of interest linked to its participation to the appointment procedure.
- 6) The economic operator or a company connected to it, did not provide advice to the Customer or have otherwise participated in the preparation of the award procedure.
- 7) The economic operator neither experienced an anticipate termination of a precedent public procurement, nor it has to pay compensation or any other sanction related to a precedent public procurement.
- 8) The economic operator confirms that:
 - a) it is not guilty of serious misrepresentation by giving the required information in order to verify the absence of exclusion grounds or to respect the selection criteria,
 - b) it has not concealed such information,
 - c) it has been able to send complementary documents upon request of a Contractor,
 - d) it has not attempted to unduly influence a Customer's decision process; it has not attempted to obtain confidential information which could give improper advantages in the public procurement; it has not supplied misleading information which could have a notable influence on decisions related to the procurement procedure.

D: Grounds of exclusion provided by the Italian law and equivalent situations provided by the domestic law

The economic operator shall be not in any of the following situations:



- 1) there are grounds for suspension or prohibition under the anti-mafia legislation
- 2) it is subject to infiltration by organized crime
- 3) it is subject to interdiction from exercising the business activity or other penalty which prohibits contracting with the government
- 4) it has breached the prohibition of fiduciary custody;

PART IV: SELECTION CRITERIA

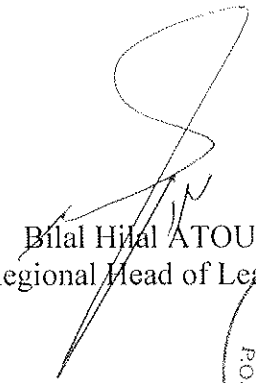
The economic operator fulfills all the selection criteria required in the documentation and relevant to the selection.

PART V: FINAL DECLARATIONS

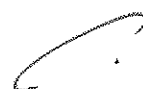
The undersigned formally declares that the information contained in Parts II to IV are truthful and correct and that the undersigned is aware of the consequences under the Italian and local law, including criminal consequences of a serious false declaration. The undersigned certify the absence of grounds of exclusion provided in the Part III and the possession of requirements listed in Part IV.

The undersigned formally authorizes the Customer to make prior verifications to the local competent authorities on the truthfulness of the declarations made about the requirements. The undersigned accepts without reserves or exceptions, the conditions contained in the Letter of Assignment and in the Annex 1 of the same Letter.

Doha, 29.11.2020


Bilal Hilal ATOUT
Regional Head of Leasing




Z.

**INFORMATION REGARDING THE PROTECTION OF INDIVIDUALS
REFERRED TO PERSONAL DATA TREATMENT**
Regolamento (EU) 2016/679, art. 13

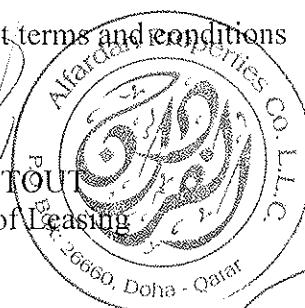
The handling of personal information follows the principles of righteous conduct, legality, transparency and protection. For that purpose, the following information are provided:

1. The responsible for data processing is the Ministry of Foreign Affairs (MAECI) of the Italian Republic, which, in this specific case, will operate through Embassy of Italy in Doha, Qatar University Area, Zone Al Torfa no.68, Street no.870 (Al-Ghaf), plot n.31, Doha, Qatar, P.O. BOX 4188, phone: +974 44831 828/802, e-mail: doha.consolare@esteri.it; pec: amb.doha@cert.esteri.it.
2. The MAECI has a Data Protection Officer who can be contacted by the following addresses (Ministero degli affari esteri e della cooperazione internazionale, Piazzale della Farnesina 1, 00135 ROMA, tel. 0039 06 36911, e-mail: rpd@esteri.it; pec: rpd@cert.esteri.it).
3. Personal Data required are necessities in order to select the economic operator that will be the addressee of the procurement.
4. The processing of data is an obligation provided by the Italian legislation and any refusal to provide the requested data results in an automatic exclusion from the selection procedure.
5. The Data treatment will be carried out manually or electronically by specially appointed personnel.
6. Data will be sent to the Control Bodies of the MAECI. By signing this form, the applicant gives his explicit consent to the communication of data to the local competent authorities in order to verify them, as well as the publication of the essential points of the contract on the Customer's website in accordance with the Italian law on public contracts transparency.
7. Data shall be retained for a maximum period of 5 years starting from the contract period end, because of completion of the execution or for any other reason, including the termination for breach of the contract. This term is suspended in case of investigation procedure.
8. The applicant may ask the access to and the correction of its personal data. In such cases, the applicant shall present an appropriate request to the addresses as indicated at the point 1, along with inform the MAECI Data Protection Officer to the address as indicated at the point 2.
9. If the applicant considers that its rights have been violated it shall submit a complaint to the Data Protection Officer. Otherwise, the applicant should contact the Garante per la protezione dei dati personali (Piazza di Monte Citorio 121, 00186 Roma, tel. 0039 06 696771 (centralino), e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or to the judicial authority.

Doha, 29.11.2020

Applicant's signing to accept terms and conditions

Bilal Hilal ATOUT
Regional Head of Leasing



2



AMBASCIATA D'ITALIA - DOHA

DECRETO DI APPROVAZIONE DEL CONTRATTO

L'AMBASCIATORE

Visto il decreto del Presidente della Repubblica 5 gennaio 1967, n.18, "Ordinamento dell'amministrazione degli affari esteri";

Visto il decreto del Presidente della Repubblica 1 febbraio 2010, n.54, "Regolamento recante norme in materia di autonomia gestionale e finanziaria delle rappresentanze diplomatiche e degli uffici consolari di I categoria del Ministero degli affari esteri"

Visto il decreto del Ministro degli affari esteri e della cooperazione internazionale 2 novembre 2017, n. 192, "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero";

Vista la determina a contrarre del 26.11.2020 per l'affidamento diretto alla società ALFARDAN PROPERTIES – HOUSKEEPING DEPARTMENT della la *fornitura* di un servizio di pulizia quotidiana degli uffici per l'esercizio 2021, CIG Z472F6B081;

Visto il contratto stipulato il 29.11.2020 tra quest'ufficio e l'operatore economico sopra indicato per l'importo mensile di QAR 6.110, per un ammontare complessivo di QAR 73.320,00;

Considerato che il responsabile unico del procedimento ha verificato il possesso da parte dell'operatore economico ALFARDAN PROPERTIES – HOUSKEEPING DEPARTMENT dei requisiti;

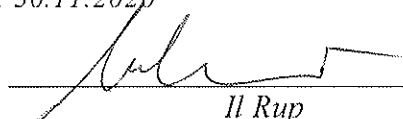
Considerato che, sulla base delle verifiche effettuate a cura del responsabile unico del procedimento in relazione alle condizioni del mercato di riferimento e all'oggetto e tipologia delle prestazioni da acquisire, l'importo contrattuale è congruo;

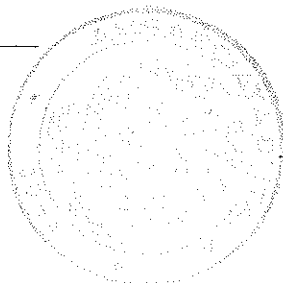
Su proposta del responsabile unico del procedimento;

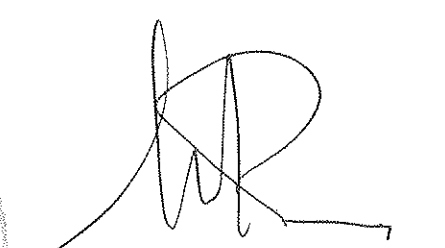
DECRETA

1. Il contratto indicato in premessa è approvato.
2. La relativa spesa sarà riportata nelle pertinenti scritture contabili della sede.

Doha, 30.11.2020


Il Rup
Massimo Scarpa




L'Ambasciatore
Alessandro Prunas