



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 un *servizio* di manutenzione del giardino e delle piante ornamentali che valorizzano gli ambienti interni ed esterni della Residenza, con eventuale sostituzione in caso di appassimento, per l'anno 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 50.000,00 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;

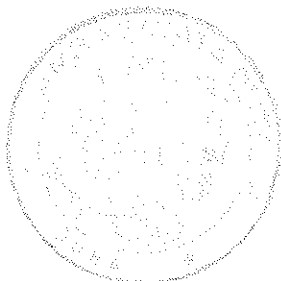
Considerato che, per la tipologia e per il valore stimato del contratto da acquisire, l'articolo 7, comma 2, lettera a) del DM n. 192 del 2017, prevede che il contraente sia selezionato mediante affidamento diretto;

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 il servizio di cui alle premesse;
2. che la spesa connessa alla presente procedura sarà imputata al Titolo I.08.06 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*



A handwritten signature in black ink, appearing to read "A. Prunas", written over a horizontal line.

L'Ambasciatore  
Alessandro Prunas



## EMBASSY OF ITALY - DOHA

### CONTRACT

**Subject: Contract for the maintenance for the garden and all the plants located indoors and outdoors at the Residence of H.E. Ambassador of Italy including replacement of dead plants – Contract Identification Number CIG Z5C2F60F7C**

The Embassy of Italy in Doha, hereinafter the “Client”, by means of this contract appoints **AL MAKTAB AL QATARI AL HOLLANDI**, hereinafter the “Contractor” P.O. Box 6937, Doha, Qatar to perform the following supplies.

#### **Art. 1 – Subject**

The Contractor will be performing the supplies as indicated in the Annex 1.

#### **Art. 2 – Contract value**

- 2.1 The supply fee is 36.000,00 (Thirty Six Thousand QAR/00) to be paid according to the terms and conditions set out in this contract.
- 2.2 The contract value is fixed, not subject to revision and it is the overall compensation required for the correct and regular performance of the services.
- 2.3 The Contractor shall not require from the Client any payment beyond the amount indicated in this article for the services specified in this contract. After the payment of the due amount, the Contractor shall be satisfied for every claim.

#### **Art. 3 – Duration**

- 3.1 This contract shall come into force upon full acceptance by the Contractor notified in written to the Client address.
- 3.2 The service must start by January 1 and finish by December 31, 2021, without prejudice of the specific conditions as per Annex 1.
- 3.3 This contract is due to terminate upon the above mentioned deadline, with no need of termination by the Client. Implied or automatic extension and/or renewal of this contract are not admitted.
- 3.4 If the Embassy does not renew the lease of the Residence, which expires on May 31, 2021, this contract is considered closed on the same day. The Embassy undertakes to give 45 days’ notice in this eventuality.

#### **Art. 4 – Implementing rules**

- 4.1 This contract shall not be transferred to third parties and any subcontracting shall not exceed 30% (thirty per cent) of the contract value and shall be communicated to the Client. Sub-contractors shall have the general and specific requirements foreseen by this contract.

- 4.2 The Contractor undertakes to perform the contract obligations in full compliance with the clauses and conditions of this contract, none excluded, as well as the provisions imparted by the Customer.
- 4.3 Should the scope of the work need to be modified during the contract execution, the Client can require the Contractor to execute the updated scope of the work at the same conditions provided for this contract for increases or decreases up to one fifth of the contract value. In such case, the Contractor has not the right to terminate the contract.
- 4.4 At any time during the execution of this contract, the Contractor shall comply with the regulations and procedures provided by law labor of Qatar.
- 4.5 The violation of the provisions of this article shall be considered a serious breach on the part of the Contractor, and a just cause for contract termination.

#### **Art. 5 – Payment conditions and terms**

- 5.1 The Contractor indicates a bank account on which the Client shall make the payments. The Client shall make payments only by means of installment to the abovementioned bank account.
- 5.2 The following code must be expressed on the invoices: “CIG Z5C2F60F7C”.
- 5.3 Payment will be made, at the end of each month, no later than seven (7) days from the date of receipt of the invoice, after verification of the regular execution.

#### **Art. 6 – Contact points**

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

#### **Art. 7 – Requirements**

- 7.1 The Contractor shall present to the Client the Annex 2 completely filled on the registration form, proving the absence of grounds for exclusion and the ownership of selection criteria eventually indicated on the Annex 2. The Contractor authorizes the Client to carry out the audits within the local competent Authorities on the truthfulness of the declarations made about the possession of the requisites.
- 7.2 The loss of declared requirements for the selection or the subsequent ascertain of the non-possession, shall involve the termination of the contract and the application of a penalty equal to 5% (five per cent) of the total contract value, while reserving the right to claim further damage compensation.

#### **Art. 8 – Penalties**

- 8.1 Any Contractor's delay in the execution on this contract beyond the deadline indicated by this contract, except in case of force majeure beyond the Contractor's control, shall result in a penalty equal to the 0,5 per thousand of the net contractual amount for each day of delay.
- 8.2 In the event that the Contractor does not comply with the terms and the prescriptions set out in this contract in the performance of his duties, the Client shall object in writing the breach, giving, where appropriate, the relevant instructions to require the compliance with the specific provisions disregarded and shall allow a reasonable deadline to submit rebuttal arguments. In absence of adequate explanations, the Contractor shall implement the instructions provided. Should the

Contractor not comply with the instructions provided, the penalty indicated in paragraph 8.1 shall apply.

- 8.3 The request or the payment of the penalty does not discharge in any case the Contractor from the fulfillment of the performance contractually envisaged.
- 8.4 Should the determined penalty amount the 10% of the net contractual value or any major Contractor's breaches emerge during the contract execution, the Client may terminate the contract for serious Contractor's breaches as well as reserve the right to legally claim damage compensation. The Contractor shall also refund any cost incurred by the Client for services provided by third parties.

#### **Art. 9 – Resolution**

The Contractor may terminate the contract throughout the period of its validity, if:

- a) The contract undergoes a substantial modification which would have required a new procurement procedure as per art. 72, Directive 2014/24/EU;
- b) The Contractor is in one of the situations indicated as grounds for exclusion as per art. 57, Directive 2014/24/EU;
- c) The tender should not have been awarded to the Contractor in consideration of a serious breach of the obligations arising out of the Treaties and the Directive 2014/24/EU;
- d) In any of the cases of resolution for significant breach by the Contractor expressly foreseen in this contract, or any other case of serious breach foreseen by the law.

#### **Art. 10 - Personal Data Protection and Responsibility**

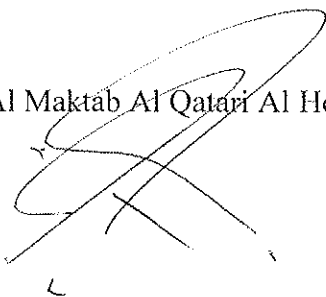
- 10.1 The Contractor undertakes all liability for injuries as well as for damages due to any act, neglect, negligence, default or omission by the Contractor or its servants, agents, consultants or licensees during the contract execution.
- 10.2 The Contractor undertakes to ensure the confidentiality of data eventually acquired under this contract and not to disclose the same without the prior written consent of the Customer.
- 10.3 The Client guarantees the protection of personal data provided by the Contractor in accordance with the Italian law on the protection of individuals with regard to the personal data treatment. The Contractor authorizes the treatment of the above-mentioned data, including the verifications indicated in paragraph 7.2.
- 10.4 The Contractor and the Customer shall be held liable for the violations attributable to them, as well as for obligations under existing Italian legislation regarding the physical person protection and personal data treatment.
- 10.5 The obligations undertaken by the Contractor with the acceptance of this contract do not imply in any way a permanent employment relations between the Customer and the personnel employed by the Contractor, as well as they do not give rise to any claim against the Customer, except as expressly stated into this contract. Such personnel may perform only the activities envisaged in this document. Any other activity not mentioned or different from those mentioned in this contract are not valid. The Contractor undertakes to inform his staff on this clause.

#### **Art. 11 – Final Dispositions**

- 11.1 No clauses in this Agreement shall be construed as any waiver, express or implied, of the immunities guarantee by the international law to the Contracting Authority.
- 11.2 This contract is regulated by the law of the State of Qatar. For all cases of litigation the responsible court of law shall be that of Doha, State of Qatar.
- 11.3 This Agreement includes the full manifestation of the obligations of the Contractor and the Customer and shall be modified only through a contract of the same form, excluding any other possibility to amend the parties' obligations.

Doha, 29.11.2020

The Contractor

  
Al Maktab Al Qatari Al Hollandi

The Client

  
Alessandro Prunas  
Ambassador of Italy



**SUPPLY TO PROVIDE  
(Technical Specifications)**

The Contractor shall provide maintenance for the garden and all the plants located indoors and outdoors at the Residence of H.E. Ambassador of Italy:

- 1) Maintenance & cleaning of Indoor and outdoor plants as your discussion with our Maintenance Manager shall be carried out thrice a week or as per requirement.
- 2) Watering, soil condition and treatment with plant food at regular intervals for the sound health and growth of the plants.
- 3) Trimming / cutting as required and cleaning all dried up leaves from the plants.
- 4) Fertilizing on a regular basis.
- 5) Cleaning of all pots with a wet cloth after watering / spraying the plants.
- 6) Replacement of dead plants.

**PART I  
CUSTOMER AND CONTRACT PROCEDURE INFORMATION**

<b>Customer ID</b>	<b>Answer:</b>
Name:	EMBASSY OF ITALY IN DOHA
Title or brief description of the procurement:	Maintenance for the garden and all the plants located indoors and outdoors at the Residence of H.E. Ambassador of Italy
CIG	Z5C2F60F7C

**PART II: INFORMATION ON THE ECONOMIC OPERATOR**

<b>A. Economic Operator ID</b>	<b>Answer:</b>
Name:	AL MAKTAB AL QATARI AL HOLLANDI
National Identification Number, if existent (taxpayer code number, VAT, registration....)	CR 155
Postal address:	PO Box 6937
Person of contact: Telephone number: PEC or e-mail: (website) (where existent):	



## 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.

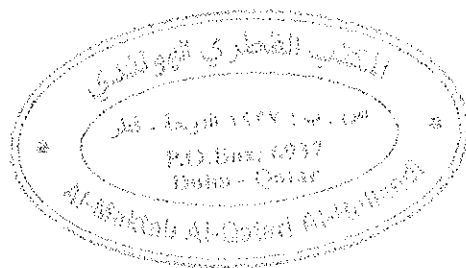
**PART V: FINAL DECLARATIONS**

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

Al Maktab Al Qatari Al Hollandi



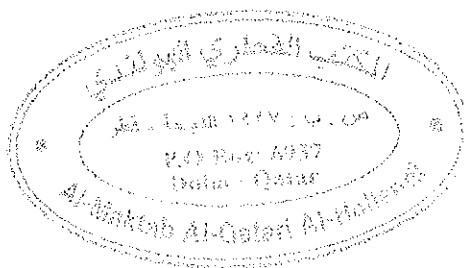
**INFORMATION REGARDING THE PROTECTION OF INDIVIDUALS  
REFERRED TO PERSONAL DATA TREATMENT**  
*Regolamento (EU) 2016/679, art. 13*

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](mailto:doha.consolare@esteri.it); pec: [amb.doha@cert.esteri.it](mailto: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](mailto:rpd@esteri.it); pec: [rpd@cert.esteri.it](mailto: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](mailto:garante@gpdp.it), pec: [protocollo@pec.gpdp.it](mailto:protocollo@pec.gpdp.it)) or to the judicial authority.

Doha, 29.11.2020

Applicant's signing to accept terms and conditions



Al Maktab Al Qatari Al Hollandi



## 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 relativo al *servizio* di manutenzione del giardino e delle piante ornamentali che valorizzano gli ambienti interni ed esterni della Residenza, con eventuale sostituzione in caso di appassimento, per il periodo dal 1 gennaio al 31 dicembre 2021, CIG Z5C2F60F7C;

Visto il preventivo presentato dalla società AL MAKTAB AL QATARI AL HOLLANDI, per un importo mensile di 3.000,00 QAR, quindi per un importo complessivo di QAR 36.000,00;

Considerato che l'operatore economico AL MAKTAB AL QATARI AL HOLLANDI gestisce il servizio di manutenzione delle piante della Alfardan Tower Office compresi gli Uffici della Cancelleria di questa Ambasciata e che, di conseguenza, l'interazione risulta facilitata dalla presenza quotidiana;

Visto il contratto stipulato il 29.11.2020 tra quest'ufficio e l'operatore economico "Al Maktab Al Qatari Al Hollandi";

Considerato che il responsabile unico del procedimento ha verificato il possesso da parte dell'operatore economico "Al Maktab Al Qatari Al Hollandi" 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;

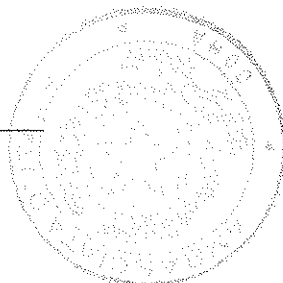
Su proposta del responsabile unico del procedimento;

#### 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