



EMBASSY OF ITALY
UNITED ARAB EMIRATES

CONTRACT

Subject: Direct award for the supply of on-site routine preventive maintenance service of the photocopier/printer machine (model no. AR6023N, serial no. 63027322), for the year 2020.
CIG: Z802B62261

The Embassy of Italy in Abu Dhabi, hereinafter referred to as "the Client", through this Act which has the value of a contract between the Parties, entrusts *New Al Katef Electronics Equipments*, hereinafter referred to as "the Contractor", to provide the below-mentioned services/products/works.

Art. 1 - Subject

1.1 The Contractor shall supply the services as mentioned in details in the Attachment 1.

Art. 2 - Rate

2.1 The total consideration of AED 1,050.00 (dirham one thousand fifty), inclusive of all taxes and VAT, shall be settled according to the terms and conditions mentioned in this Contract.

2.2 The above-mentioned Consideration, due for all the activities necessary for the correct and regular performance/supply of the services/products/works, is fixed and is not be subject to revision.

2.3 The Contractor may not request the Client to settle any other payments in addition to the amount indicated in this article for the services/products/works covered by this Contract. The aforementioned Consideration will satisfy all the Contractor's requests.

Art. 3 - Duration

3.1 This Contract will become effective upon the Parties' signature of this Contract.

3.2 The performance/supply of the services/products/works shall be carried out from the 01st of January 2020 to the 31st of December 2020, without prejudice to the specific provisions included in the Attachment 1.

3.3 This Contract expires on the end date, without the need for any formal cancellation notification by the Client. No implicit or automatic renewals or extensions are allowed.

Art. 4 - Execution

4.1 The Contract cannot be assigned/transferred to third parties, as well as subcontracting is prohibited.

4.2 The Contractor undertakes to perform/supply the services/products/works requested in this Contract directly, in compliance with all the clauses and conditions mentioned herein, without exceptions or exclusions, as well as in compliance with the instructions given by the Client.

4.3 In case the Client requests an increase or decrease of the services/products/works up to the 20% of the total amount agreed through this Contract, the Client may impose the Contractor to carry out the same conditions provided for in this Contract. Any such request would fall within the scope of works and the Contractor shall not be permitted to terminate the Contract on this ground.

4.4 The violation of the provisions of this article by the Contractor is considered to be a serious breach of the Contract and is just cause for termination of the same by the Client.

Art. 5 - Payment

5.1 The total consideration of AED 1,050.00 shall be settled through three installments, each one of AED 350.00, inclusive of 5% VAT, every four months, either by check or wire-transfer. In case of payment through wire-transfer the Contractor shall provide the Client with its bank account details for the fulfillment of the due payments.

5.2 Upon completion of the services/products/works by the Contractor to the satisfaction of the Client, the Contractor shall raise an invoice on the Client for each one of the three installments. The following code shall be indicated on the invoice: "CIG: Z802B62261".

5.3 The Client shall settle the due payment after having verified the regular execution of the Contract.

Art. 6 - Points of contact

6.1 The point of contact for the Client and Leading Authority responsible for the proceeding is: Mr. Riccardo Romanazzo, Administrative Attaché of the Embassy of Italy in Abu Dhabi; e-mail admin2.abudhabi@esteri.it; tel. 024435622 ext. 294; mob. 0588489475.

6.2 The point of contact for the Contractor is: Ms. Jissu Sebastian, Coordinator, mob. +971 55 9902049, tel. +971 2 5524336, e-mail sales@digitalcopier.ae/contact@digitalcopier.ae; Mr. Abdul Rehman, Sales Executive, mob. 0556449916, e-mail abdulrehman@digitalcopier.ae.

Art. 7 - Requirements

7.1 The Contractor must submit to the Client the Attachment 2 duly and entirely filled out, attesting the absence of reasons for rejection and the possession of the selection criteria mentioned in the Attachment.

7.2 The Contractor authorizes the Client to request the competent local Authorities all the information needed to verify the veracity of the declarations submitted by the Contractor regarding the possession of the requirements.

7.3 The loss of the declared requirements or the subsequent verification of non-possession of the same involves the termination of the Contract and the application of a penalty equal to five

percent of the total amount agreed by the Contract, without prejudice to compensation for greater damages.

Art. 8 - Penalties

8.1 For each day of delay in the performance/supply of the services/products/works, a penalty of 0,5 per thousand of the Consideration will be levied, except in cases of force majeure not attributable to the Contractor.

8.2 While performing/supplying the services/products/works, if the Contractor fails to comply with the terms and conditions provided for in this Contract, the Client will challenge the non-fulfillment in writing, providing, if possible, all the instructions necessary for the compliance with the neglected provisions. The Client shall give the Contractor a reasonable time to submit any counterarguments. In case of lack of suitable explanations, the Contractor shall comply with the instructions provided, and in case of lack of compliance with the terms notified, the penalty provided for in the paragraph 8.1 shall be applied.

8.3 The request or payment of the penalty does not exonerate the Contractor from the fulfillment of the performance agreed through the Contract.

8.4 In case of penalties reaching ten percent of the net total Consideration agreed through the Contract, or in case of non-fulfillment such as to cause damage, the Client can terminate the Contract due to material breach by the Contractor and the Client reserves the right to take action for damages. The Contractor shall also reimburse the Client for any additional expenses incurred by the Client in order to be supplied with the service by third parties.

Art. 9 - Dissolution and termination

9.1 The Client may terminate the Contract during the period of validity of the same in the following cases:

- a) Grounds listed in the Attachment 2, Part III;
- b) whether one of the cases of termination due to serious non-fulfillment by the Contractor occurs as expressly provided for by this Contract, or in another case of serious breach by the Contractor as provided for by the law applicable to this Contract.

Art. 10 - Personal data protection and responsibilities

10.1 The Contractor takes all the responsibility in cases of accidents and damage caused to the Client due to inadequacy or negligence committed during the performance of the works. The Contractor undertakes to guarantee the confidentiality of any information acquired in connection with this Contract.

10.2 The Client guarantees the protection of personal data provided by the Contractor pursuant to the Italian legislation on the protection of individuals with regard to the processing of personal data, as per the notification sheet in the Attachment 3.

10.3 By signing the notification sheet, the Contractor agrees to the processing of the aforementioned personal data by the Customer, including the inspections as provided for in the paragraph 7.2.

10.4 The Contractor and the Client are responsible for the violations of the obligations attributable to them as provided for by the Italian legislation on the protection of individuals with regard to the processing of personal data.

10.5 The obligations assumed by the Contractor through the acceptance of this Contract do not constitute, in any way, a work or employment relationship between the Client and the

Personnel employed by the Contractor, nor do they give rise to any claim against the Client. This Contractor’s Personnel may carry out only the activities described in this Contract, since no other activity can be considered authorized. The Contractor undertakes to inform the personnel employed regarding this clause.

Art. 11 - Final provisions

11.1 The Contractor recognizes that the Client is an Embassy and has sovereign immunity. None of the clauses included herein can be interpreted as an explicit or implicit waiver of the immunities recognized and granted to the Client under international law.

11.2 By signing the present Contract, both the Parties agree that the governing law will be Italian Law and the disputes between the Parties which cannot be amicably settled will be subject to the non-exclusive jurisdiction of the UAE Courts.

11.3 This Contract includes the complete manifestation of the obligations of the Client and the Contractor and may be amended only through another contract having the same form. Any other modality for amending the obligations of the Parties is excluded.

Abu Dhabi, 29/12/2019

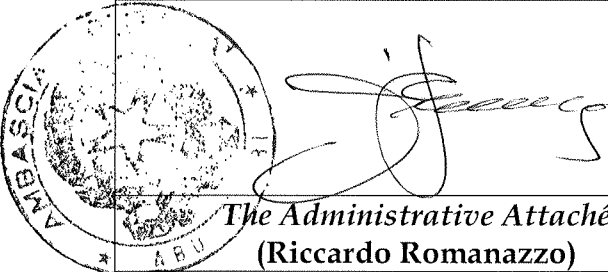
The Client	The Contractor
 	
<i>The Administrative Attaché</i> (Riccardo Romanazzo)	<i>The Representative</i> (Ismail Cholayil)

SERVICES/PRODUCTS TO BE SUPPLIED
(Technical Specifications)

Validity	01 st January 2020 – 31 st December 2020
Subject	On-site routine preventive maintenance service of the photocopier/printer model no. AR-6023N, serial no. 63027322, for the year 2020.
Reporting site	Embassy of Italy, Mubarak Bin Mohammed Street, Street no. 12, Villa 715, Al Rowdah Area, Abu Dhabi, United Arab Emirates.
Terms and conditions	• The on-site preventive routine maintenance service shall be provided on a monthly basis. • The Contract covers routine maintenance service of the machine in subject on a monthly basis, in addition to labor, spare parts, toners and consumables. The Contract covers up to 30,000 copies/print. In case of copies in excess, the amount of 0.04 will be charged for each copy and will be billed every two months based on the actual meter reading. • Any items supplied shall be compatible with the technical features of the photocopier/printer. If any of the item supplied results to be defective, the Company shall be liable for replacing the same with another product of same brand, features and technical specifications, without additional cost. • The Contract does not cover papers and staple pins. • The sole responsible for the proceeding on behalf of the Client attests that the machine to be under maintenance is in good and proper working conditions upon the date of beginning of the Contract. The Company may appoint its technical Staff to visit the Embassy within the date of beginning of the Contract in order to verify the conditions

	of the machine. • Breakdown and emergency calls/visits: UNLIMITED • Reporting Time: within three working hours in case of breakdown calls, emergencies and maintenance request; within one working day in case of toners requests.
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Abu Dhabi, 29/12/2019

The Client	The Contractor
	
<i>The Administrative Attaché</i> (Riccardo Romanazzo)	<i>The Representative</i> (Ismail Cholayil)

REQUIREMENTS SUMMARY SHEET

The Contractor must provide all the requested information, except where expressly indicated.

PART I PROCUREMENT/TENDER PROCEDURE AND CLIENT INFO

The Client	Description
Name	Embassy of Italy to the United Arab Emirates.
Title or short description of the procurement procedure / tender	Direct award for the supply of on-site routine preventive maintenance service of the photocopier/printer machine (model no. AR6023N, serial no. 63027322), for the year 2020.
CIG	Z802B62261

PART II CONTRACTOR INFO

A. Contractor information	Description
Name	New Al Katef Electronics Equipments
Identification number, whether available (fiscal code, tax registration number, VAT registration number registration, etc...)	TRN: 100361716200003
Mailing address / P.O. Box	P.O. Box 106342
Point of contact Telephone Certified mail or e-mail Website (whether available):	Ms. Jissu Sebastian, Coordinator, mob. +971 55 9902049, tel. +971 2 5524336, e-mail sales@digitalcopier.ae/contact@digitalcopier.ae; Mr. Abdul Rehman, Sales Executive, mob. 0556449916, e-mail abdulrehman@digitalcopier.ae.

PART III DISQUALIFICATION REASONS

A: Reasons related to criminal convictions

Those who have been convicted, with a final criminal judgment, in Italy or in the Country where the Contract takes place are excluded from the assignment procedure for one or more of the following reasons: (1) participation in a criminal organization; (2)

corruption; (3) fraud; (4) terrorist offenses or crimes related to terrorist activities; (5) money laundering or terrorist financing; (6) child labor and other forms of trafficking in human beings; (7) any other crime that results in the inability to negotiate with the public administration. The situations relevant to exclusion are those provided for by the Italian law, as well as:

- *In the European Union States* - All the cases referred to in the internal legislation as absorbed in the art. 57 of the Directive 2014/24/EU.
- *In the States not belonging to the European Union* - All the equivalent cases provided for in the local criminal legislation.

The Contractor - or a member of its management or supervisory bodies or any person representing the Contractor having powers of representation/ attorney, decision and/or control - has not been convicted for one of the above reasons with a definitive judgment issued not more than five years ago, or after which an exclusion period sentenced in the judgment is still applicable.

B: Reasons related to the payment of taxes or social security dues

The Contractor has fulfilled all the obligations related to the payment of taxes or social security dues in the Country where they are applied, in Italy and in the Country where the Contract takes place.

C: Reasons related to insolvency, conflict of interests or professional offenses

- 1) The Contractor has not violated, to the best of his knowledge, obligations in the field of health and safety at work, as well as environmental, social and labor law.
- 2) The Contractor is not in any of the following situations and is not subject to a procedure for ascertaining one of the following situations:
- 3) bankruptcy, insolvency proceedings, liquidation, prior arrangement with creditors, receivership or other similar situation;
- 4) has ceased its activities.
- 5) The Contractor has not been guilty of serious professional malpractice.
- 6) The Contractor has not signed agreements with other contractors/companies in order to distort competition.
- 7) The Contractor is not aware of any conflict of interest related to its participation in the procurement procedure.
- 8) The Contractor, or a Company connected to it, has not provided the Client with consulting service or has otherwise participated in the preparation of the award procedure.
- 9) The Contractor has not already experienced the early termination of a previous public/government tender, or has not previously been ordered to pay damages or other penalties in relation to a previous public/government contract.
- 10) The Contractor attests:

- a) not having been seriously guilty of misrepresentation in providing the information required to verify the absence of grounds for exclusion or the compliance with the selection criteria;
- b) not having concealed this information;
- c) having been able to transmit the additional documents requested by a client without delay;
- d) not having attempted to unduly influence the decision-making process of a client and/or obtain confidential information which may confer undue advantages in the procurement procedure, not having provided misleading information that may have a significant influence on the decisions concerning the /procurement procedure.

D: Reasons for exclusion provided for by the Italian legislation and equivalent situations provided for by the law of the Country where the Contract takes place

The Contractor is not in any of the following situations:

- 1) grounds for revocation, suspension or prohibition provided for by anti-mafia legislation;
- 2) having been subject to infiltration of organized crime;
- 3) having been subject to the prohibition from performing its activities or another penalty which involves the prohibition from contracting with the public administration;
- 4) being recorded in the electronic filing system of the National Anti-Corruption Authority for having submitted false declarations or false documentation for the purpose of issuing the qualification certificate, for the period during which the registration persists;
- 5) having violated the prohibition of fiduciary registration;
- 6) not complying with the regulations on the right to work of the disabled;
- 7) having been victim of malfeasance crimes committed by criminal organizations or those wishing to facilitate criminal organizations' activities without raising a self-defense case and without having reported the facts to the judicial Authority;
- 8) being in relation to another participant in the same tender/procurement procedure, in a control situation or in any relationship, even in fact, if the control situation or the relationship implies that the offers are attributable to a single decision-making center;
- 9) having stipulated employment or freelance contracts and, in any case, having assigned tasks to former employees of the Client who have ceased their working relationship since less than three years and have performed authoritative or negotiating powers, on behalf of the Client and towards the same Contractor, during the last three years (*pantouflage* or revolving door).

**PART IV
SELECTION CRITERIA**

The Contractor fulfills all the selection criteria required in the documentation related to the selection.

PART V FINAL DECLARATIONS

The undersigned officially attests that all the information provided in the Parts from II to IV are true and correct. The undersigned attests to be aware of the consequences, even of a criminal nature, resulting from serious false declarations according to both the Italian and the local legal systems.

The undersigned herein attests the lack of reasons for disqualification as mentioned in the Part III and attests to possess all the requirements mentioned in the Part IV.

The undersigned officially authorize the Client, whose information are provided in the Part I, to carry out all the due inspections through the local concerned Authorities in order to verify the truthfulness of the declarations made by the Customer on its requirements.

The undersigned accepts, without reservations or exceptions, the provisions and conditions included in this Purchase Order/Contract and in the Attachment 1, which is an integrated part thereof.

Abu Dhabi, 29/12/2019

Mr. Ismail Cholayil
General Manager

**NOTIFICATION SHEET ON THE PROTECTION OF NATURAL PERSONS
WITH REGARD TO THE PERSONAL DATA PROCESSING**
Regulation of the European Union no. 2016/679, art. 13

The personal data processing is based on the principles of lawfulness, fairness and transparency to protect the fundamental rights and freedoms of individuals. For this purpose, the following information are provided:

1. The data processing controller is the Ministry of Foreign Affairs and International Cooperation (MOFAIC) of the Italian Republic, which, in this specific case, operates through the Administration Office of the Embassy of Italy to the United Arab Emirates (Mubarak Bin Mohammed Street - Street no. 12, Villa 715 - Al Rawdah Area, Abu Dhabi, U.A.E., P.O. Box 46752. E-mail.: admin2.abudhabi@esteri.it / admin1.abudhabi@esteri.it. Tel.: +971 2 44 35 622 ext. 294 / 292 / 295).
2. The MOFAIC assigns an Officer responsible for the personal data protection. In case of inquiries or complaints, he can be contacted at the following address: Ministry of Foreign Affairs and International Cooperation, Piazzale della Farnesina 1, 00135 Rome. Tel.: +39 06 36911 (switchboard), e-mail: rpd@esteri.it; certified e-mail: rpd@cert.esteri.it).
3. The requested personal data are necessary for the selection of the Contractor which will be entrusted with the service.
4. The communication of the personal data is an obligation provided for by the Italian legislation and the possible rejection to provide the personal data will entail the disqualification from the selection or assignment procedure.
5. The processing will be carried out manually or electronically by specially appointed personnel.
6. The data will be communicated to the internal and external control bodies of the MOFAIC. By signing this information sheet, the concerned Party gives its consent to communicate the aforementioned data also to the concerned local Authorities for verification of the same and to publish the essential elements of the Contract stipulated on the Client's website in accordance with the Italian legislation on the transparency of public contracts.
7. The data is kept for a maximum period of 5 years from the moment in which the contractual relationship ends due to completion of the execution or for another

reason, including termination due to non-compliance. This deadline is suspended in the case of initiation of a judicial proceeding.

8. The concerned Party can request to access its personal data and the correction of the same. In these cases, the Party involved must submit a specific request to the address indicated in the point 1, informing also the MOFAIC data protection Officer for his reference - in carbon copy - (contact details in the point 2).
9. In case the concerned Party believes that its rights have been violated, he/she/it can file a complaint to the MOFAIC data protection Officer. Alternatively, he/she/it can refer to the Guarantor for the protection of personal data (Piazza di Monte Citorio 121, 00186 Rome. Tel. +39 06 696771 (switchboard), e-mail: garante@gpdp.it; certified mail: protocollo@pec.gpdp.it), or the judicial Authority.

Abu Dhabi, 29/12/2019

Signature of the concerned Party
for having viewed and accepted the document

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