



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;

Considerato che, tenuto conto dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della Sede, si rende necessario organizzare una mostra con l'obiettivo di testimoniare i contatti e i legami artistici tra l'Italia e la regione mediorientale e consolidare al contempo gli scambi culturali tra Italia e Qatar;

Considerato che la Galleria Medina Roma ha proposto un progetto espositivo del pittore veneziano Luigi Ballarin per presentare in Qatar una collezione di 34 tele, realizzate durante i viaggi dell'artista in Turchia e Medio Oriente, che rappresentano soggetti legati alle tradizioni e ai simboli delle società arabe e ottomane con l'obiettivo di creare un ponte culturale tra Oriente e Occidente;

Considerato che l'esposizione in parola, dal titolo "Magnificent Cultures", si svolgerà dal 18 al 29 gennaio 2020 presso il Katara Cultural Village di Doha;

Considerato che, sulla base degli accordi con la Galleria Medina Roma, si necessita di sostenere le spese di trasporto delle opere di Luigi Ballarin dall'attuale luogo di deposito presso Istanbul (Turchia) a Doha con rientro delle stesse in Turchia a mostra conclusa;

Considerato che, sulla base delle condizioni prevalenti nel mercato di riferimento in Italia quali emergono dal complesso degli elementi qui comunque disponibili, il valore stimato dell'appalto ammonta a QAR 100.000,00 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;

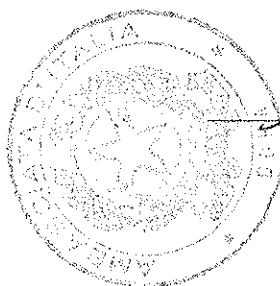
Considerato che, per la tipologia e per il valore stimato del contratto da acquisire, l'articolo 7, comma 2, lettera a) del DM n. 192 del 2017, prevede che il contraente sia selezionato mediante affidamento diretto;

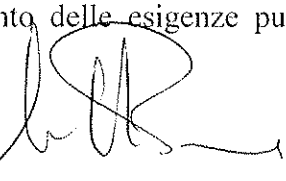
Considerato che l'importo corrispondente al valore stimato del contratto trova capienza nelle risorse finanziarie all'uopo allocate nel bilancio della sede;

DETERMINA

1. di avviare una procedura per acquisire la fornitura di cui alle premesse;
2. che la spesa connessa alla presente procedura sarà imputata al Titolo II.02.04 del bilancio di sede;
3. di nominare quale responsabile unico del procedimento il Secondo Segretario Filippo Perzolla 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, 5.1.2020




L'Ambasciatore
Alessandro Prunas



EMBASSY OF ITALY IN DOHA

CONTRACT

Subject: Contract for the round trip shipment and insurance of the artworks of the artist Luigi Ballarin for the "Magnificent Cultures" Exhibition to be held in Doha from 18 to 29 January 2020 – **CIG Z362BD894A**

The Embassy of Italy in Doha, hereinafter the "Customer", with the present act, which has the value of contract between the parties, appoints **Kuehne + Nagel**, Commercial Registration Number 35969, hereinafter the "Supplier", to supply the services set out below and with the terms and conditions agreed in this contract.

Art. 1 - Subject

The Supplier shall perform the services specified in Annex 1.

Art. 2 - Price

- 2.1 The contract price is **77.463,76 QAR (Seventy Seven Thousand Four Hundred Sixty Three QAR/76 cents)**, exclusive of taxes if applicable, and it will be paid following the terms and the conditions indicated in this contract.
- 2.2 The price could be subject to variations due to changes in actual costs and transportation tariffs.

Art. 3 - Duration

- 3.1 This contract shall come into force upon full acceptance by the Supplier notified in written to the Customer.
- 3.2 The round-trip service of the works must be carried out respectively before 18 January 2020 and after 29 January 2020 without prejudice of the specific conditions set out in Annex 1.
- 3.3 This contract is due to terminate on 17th February 2020, or before if services provided are accomplished, with no need of express termination by the Customer. Implied or automatic extension and/or renewal of this contract are not admitted.

Art. 4 – Implementing rules

- 4.1 This contract shall not be transferred to third parties and any subcontracting is strictly forbidden. The Supplier undertakes to directly 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.
- 4.2 The Supplier shall provide services using its own personnel with a proper employment contract. Supplier warrant to have the expertise, capacity and reliability necessary for the provision of the agreed services and to possess any necessary permits and authorizations.
- 4.3 The Supplier shall provide for itself and for its personnel workmen's compensation insurance, health/medical policy, employer's liability insurance, third party liability insurance and any other insurance required to comply with the law of the State of Qatar. Copies of insurance policies shall be made available to the Customer on request.
- 4.4 The Supplier shall ensure that its personnel always carry the necessary personal documentation, in particular Qatari ID or passport.

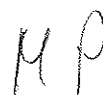
- 4.5 The Supplier shall solely be responsible for the fulfillment of all statutory and regulatory obligations for its personnel as well as of any obligations established by professional associations. Moreover, the Supplier shall solely be responsible for the regulation of the professional relationship with its employees either by entering into agreements. In particular, but not limited to, the Supplier warrants that its employees do not receive wages below the rate provided for in applicable collective labor agreements, that its obligations to pay taxes and social contributions are complied with, that all statutory and commercial requirements with regard to occupational safety are fulfilled and that only personnel possessing a correct social and accident insurance as well as any necessary work permits or right of residence of residence approval are engaged in providing the services.
- 4.6 The Supplier shall, upon request of the Customer, provide evidence to the Customer for the fulfillment of all its obligations under this contract as well as proof of the qualifications and required capabilities of the personnel assigned to the performance of the services.
- 4.7 In case of justified doubts about the qualifications of the personnel or his/her ability to cooperate efficiently, the Customer may request the replacement of the personnel.
- 4.8 In the event of a temporarily leave of personnel and a replacement is requested by the Customer, the Supplier shall inform the Customer of a replacement at least five (5) days in advance. The Customer has the right to approve or reject such replacement
- 4.9 Customer has the right to remove the personnel from the premises or from the performance of the services in the event he/she does not adhere to the rules and regulations of the Customer or in case of abusive, inappropriate, offensive, threatening behavior or violation against the agreed procedure under this contract or against any law of the State of Qatar. The Customer has the right to request the supplier and supplier shall adhere to, to remove the personnel that, in the opinion of the Customer is not qualified or not experience to perform the services under this contract.
- 4.10 The violation of the provisions of this Article shall be considered a serious breach on the part of the Supplier, and it is considered just cause of termination of this contract.

Art. 5 – Payment conditions and terms

- 5.1 The Supplier indicates a bank account on which the Customer shall make the payments. The Customer shall not make payments by different procedures from the transfer to the abovementioned bank account.
- 5.2 The following code must be expressed on the invoices: “CIG Z362BD894A”.
- 5.3 Payment shall be made no later than seven (7) days from the date of receipt of the invoice, after the ascertainment of the regular execution.
- 5.4 The payment, depending on the service in question, will be made as follows, again upon presentation of the relevant invoice:
- advance of QAR 43.667,73 upon delivery of the artworks, which corresponds to the price of the shipment from Istanbul to Doha;
- balance of QAR 33.796,73, which corresponds to the estimated price of the return shipment, after the return shipment to Istanbul. The amount of the balance may be subject to change. The Customer will disburse payment according to the actual price.

Art. 6 – Contact points

The person responsible for the proceedings is Filippo Perzolla, second secretary at the Embassy of Italy in Doha.



Art. 7 - Requirements

- 7.1 The Supplier shall submit to the Customer the Annex 2 completely filled, proving the absence of grounds for exclusion and the ownership of selection criteria eventually indicated on the Annex 1. The Supplier authorizes the Customer 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 verification of the non-possession of themselves, shall involve the termination of the contract and the application of a penalty equal to 5% of the contract price, while reserving the right to claim further damage compensation.

Art. 8 – Responsibility

- 8.1 The Supplier shall indemnify the Customer and its officials and employees against any actions, losses, damages, costs (including legal ones), expenses and liabilities of any kind and nature resulting in personal injury, including fatal accidents and illnesses of any third party, and any loss or damage to the property of any third party, non-fulfilment of intellectual property rights, arising or resulting from the performance of the activities referred to in Article 1 of this contract by the contractor.
- 8.2 The violation of the provisions of this article may be considered serious breach by the contractor and used as a cause for termination of this contract.

Art. 9 - Penalties

- 9.1 Any Supplier's delay in the implementation of the tasks beyond the terms indicated by the contract, except force majeure causes beyond its control, shall result in a penalty equal to the 0,5 per thousand of the net contractual amount for each day of delay.
- 9.2 In the event that the Supplier does not comply with the terms and the prescriptions set out in the contract in the performance of his duties, the Customer shall object in writing the breach, giving, where appropriate, the necessary indications to require compliance with the specific provisions disregarded and allowing a reasonable period to present rebuttal arguments. In absence of adequate explanations, the Supplier shall ensure the given indications and, if he will be not compliant in the indicate terms, the penalty provided in the paragraph 9.1 will be applied.
- 9.3 The request or the payment of the penalty does not discharge in any case the Supplier from the fulfillment of the performance contractually envisaged.
- 9.4 If the penalty determined amount reaches the 10% of the net contractual amount, or, in any case that during the process any major Contractor's breaches emerge, the Customer may terminate the contract for serious Supplier's breaches as well as reserves the right to act for performance damage. The Supplier shall also refund any cost incurred by the Customer for services provided by third parties.

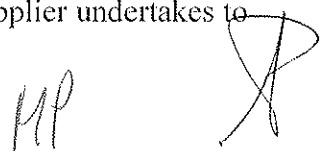
Art. 10 – Resolution

Anytime during the period of validity of this contract, the Supplier has the right to withdraw from the contract, if:

- a) The contract undergoes a substantial modification which shall require a new procurement procedure referred to the Art. 72, Directive 2014/24/EU;
- b) The Supplier finds itself in a situation indicated as ground for exclusion as per Art. 57, Directive 2014/24/EU;
- c) The contract should not have been awarded to the Supplier in consideration of a serious breach of the obligations arising out of the Treaties and the Directive 2014/24/EU as well;
- d) In any of the cases of resolution for significant breach by the Supplier expressly foreseen in this contracts, or any other situations of serious breach foreseen by the law.

Art. 11 – Personal Data Protection and Responsibility

- 11.1 The Supplier undertakes all liability for injuries as well as for damages bearing the Customer and due to omissions or negligence committed during the service performance. The Supplier undertakes to ensure the confidentiality of data eventually acquired under this contract.

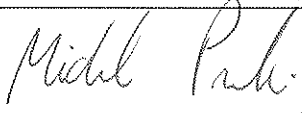
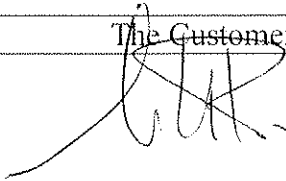
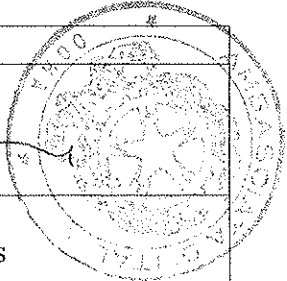
Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized 'MP' and the second is a more complex, cursive signature.

- 11.2 The Customer guarantees the protection of personal data delivered by the Contractor under the Italian law on the protection of natural persons with regard to the personal data treatment. The Parties will ensure the implementation of adequate technical and organizational measures to meet the standards of data protection established by the General Data Protection Regulation (GDPR) of the European Union n. 2016/679. The Contractor will use the information received by the Customer for the completion of the sole purpose of this contract.
- 11.3 The Supplier by undersigning the relevant form of disclosure agrees with the treatment of the above-mentioned data, including the verifications provided by paragraph 7.2.
- 11.4 The Supplier 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.
- 11.5 The obligations undertaken by the Supplier with the acceptance of the present contract do not in any way imply permanent employment relation between the Customer and the personnel utilized by the Supplier, and it does not give rise to any claim against the Customer, except as expressly stated into this contract. The Supplier's personnel may perform only the activities set out in this document. Any other activity not mentioned or different from those mentioned in the present document are not valid. The Supplier undertakes to inform his staff on this clause.

Art. 12 – Final provisions

- 12.1 No clauses in this contract shall be construed as any waiver, express or implied, of the immunities guarantee by the international law at the Customer.
- 12.2 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, Qatar.
- 12.3 This contract includes the full manifestation of Supplier and Customer's obligations and shall be modified only through a contract of the same form, excluding any other possibility to amend the parties' obligations.

Doha, 6 January 2020

The Contractor	The Customer
 MICHELE PRATESI	 
Kuehne + Nagel	Alessandro Prunas Ambassador of Italy

**SUPPLY TO PROVIDE
(Technical Specifications)**

From Istanbul to Doha

To be delivered to:
Katara Cultural Village
Doha, Qatar

- Air freight charges;
- Ancillary Charges;
- Local handling charges at origin;
- Destination charges;
- Insurance.

As indicated in the quotation ref. QT 1912093-imp Rev 01 of January 6, 2020, which forms an integral part of this contract.

From Doha to Istanbul

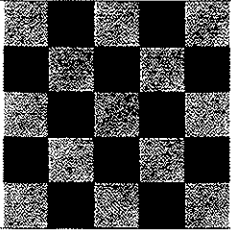
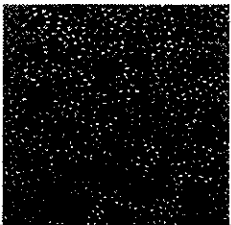
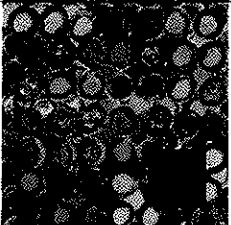
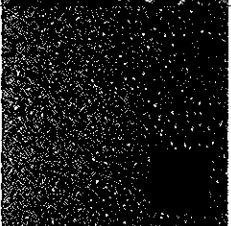
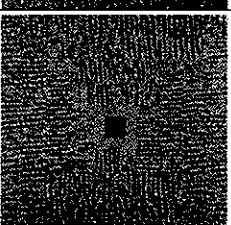
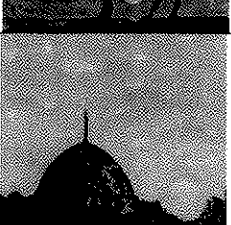
Pick up from:
Katara Cultural Village
Doha, Qatar

- Air freight charges;
- Ancillary Charges;
- Local handling charges at origin
- Destination charges:
- Insurance

As indicated in the quotation ref. QT 1912093-Exp Rev 01 of January 6, 2020, which forms an integral part of this contract.

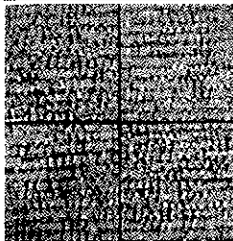
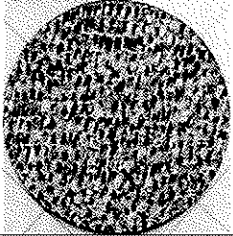
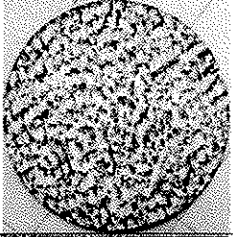
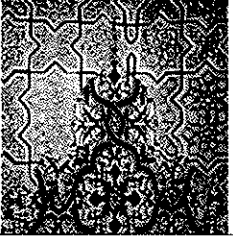
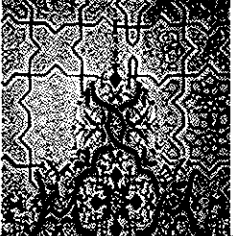
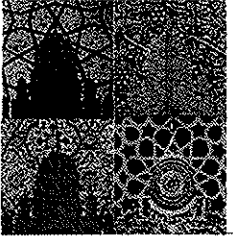
Below is the list of 34 Works:

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ARTWORK		NAME OF ARTWORK	YEAR	DIM. cm	TECHNIC	PRICE FOR CUSTOM US\$
1		ONE WAY	2019	150X150	MIXED TECHNIC ON CANVAS	1000
2		UMMAH	2015	100X100	MIXED TECHNIC ON CANVAS	900
3		HEART	2015	100X100	MIXED TECHNIC ON CANVAS	900
4		FIRMAMENT	2014	100X100	MIXED TECHNIC ON CANVAS	900
5		CIRCUMAMBULATION	2016	100X100	MIXED TECHNIC ON CANVAS	900
6		VOYAGER	2012	70X70	MIXED TECHNIC ON CANVAS	500
7		MORNING	2012	70X70	MIXED TECHNIC ON CANVAS	500
8		DOOR OF A FRIEND	2010	70X50	MIXED TECHNIC ON CANVAS	500

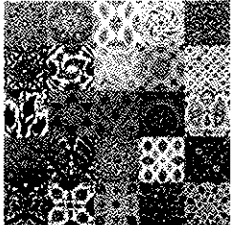
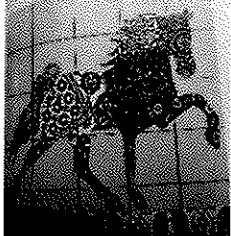
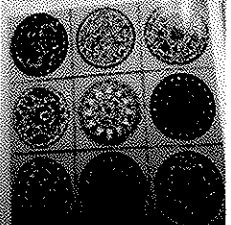
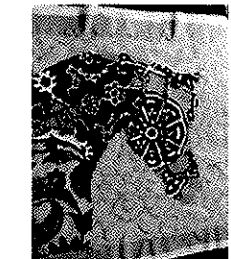
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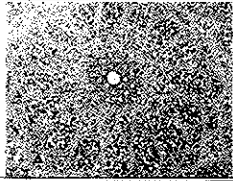
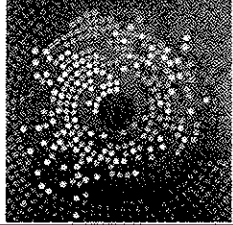
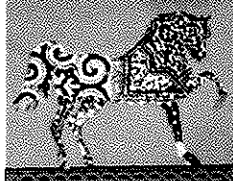
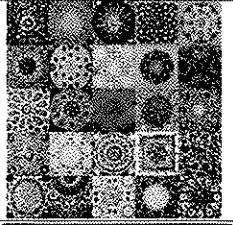
9		ARAFAT	2017	150X150	MIXED TECHNIC ON CANVAS	1000
10		SHARING 1	2013	60X170	MIXED TECHNIC ON CANVAS	1000
11		SHARING 2	2013	60X170	MIXED TECHNIC ON CANVAS	1000
12		CIRCLE 1	2019	40	MIXED TECHNIC ON CANVAS	250
13		CIRCLE 1	2019	40	MIXED TECHNIC ON CANVAS	250
14		DOME 1	2018	80X80	MIXED TECHNIC ON CANVAS	550
15		DOME 2	2018	80X80	MIXED TECHNIC ON CANVAS	550
16		DOMES	2018	80X80	MIXED TECHNIC ON CANVAS	550

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17		MIHRAP	2017	150X150	MIXED TECHNIC ON CANVAS	1000
18		NOBLE	2018	150X150	MIXED TECHNIC ON CANVAS	1000
19		COY	2019	100X80	MIXED TECHNIC ON CANVAS	850
20		RADIUS	2018	90X90	MIXED TECHNIC ON CANVAS	700
21		TWINS	2019	70x120	MIXED TECHNIC ON CANVAS	850
22		1001 NIGHTS 1	2019	120X80	MIXED TECHNIC ON CANVAS	900
23		1001 NIGHTS 2	2019	100X80	MIXED TECHNIC ON CANVAS	850
24		CRESCENT	2019	30X30	MIXED TECHNIC ON CANVAS	250
25		BLUE HORSE	2019	80X80 CM	MIXED TECHNIC ON CANVAS	550

MP

26		1001 NIGHTS 3	2019	80X100	MIXED TECHNIC ON CANVAS	850
27		LIGHTNING	2019	80X80	MIXED TECHNIC ON CANVAS	550
28		STROM	2019	80X80	MIXED TECHNIC ON CANVAS	550
29		CONTINUITY	2015	100X100	MIXED TECHNIC ON CANVAS	900
30		PEDIGREE	2019	80X100	MIXED TECHNIC ON CANVAS	850
31		ENTHUSIASM	2019	80X160	MIXED TECHNIC ON CANVAS	1000
32		MULTICOLORED	2019	80X100	MIXED TECHNIC ON CANVAS	850
33		COLORFUL GARDEN	2017	150X150	MIXED TECHNIC ON CANVAS	1000
34		SULTAN	2018	80X120	MIXED TECHNIC ON CANVAS	900

MP

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PART I
CUSTOMER AND CONTRACT PROCEDURE INFORMATION

Customer ID	Answer:
Name:	EMBASSY OF ITALY IN DOHA
Title or brief description of the procurement:	Round trip shipment and insurance of the artworks of the artist Luigi Ballarin for the "Magnificent Cultures" Exhibition to be held in Doha from 18 to 29 January 2020.
CIG	Z362BD894A

PART II: INFORMATION ON THE ECONOMIC OPERATOR

A. Economic Operator ID	Answer:
Name:	Kuehne + Nagel
National Identification Number, if existent (taxpayer code number, VAT, registration,...)	00006810966157
Postal address:	
Person of contact: Telephone number: PEC or e-mail: (website) (where existent):	Michele Pratesi 77710527

MP



FIATA Model Rules for Freight Forwarding Services

General Provisions

1. APPLICABILITY

- 1.1. These rules apply when they are incorporated, however it is made, in writing, orally or otherwise, into a contract by referring to the FIATA Model Rules for Freight Forwarding Services.
- 1.2. Whenever such reference is made, the parties agree that these Rules shall supersede any additional terms of the contract which are in conflict with these Rules, except insofar as they increase the responsibility or obligations of the Freight Forwarder.

2. DEFINITIONS

- 2.1. **Freight Forwarding Services** mean services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the Goods as well as ancillary and auxiliary services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or documents relating to the Goods.
- 2.2. **Freight Forwarder** means the person concluding a contract of Freight Forwarding Services with a Customer.
- 2.3. **Carrier** means any person actually performing the carriage of the goods with his own means of transport (performing Carrier) and any person subject to carrier liability as a result of an express or implied undertaking to assume such liability (contracting Carrier).
- 2.4. **Customer** means any person having rights or obligations under the contract of Freight Forwarding Services concluded with a Freight Forwarder or as a result of his activity in connection with such services.
- 2.5. **Goods** means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder.
- 2.6. **SDR** means a Special Drawing Right as defined by the International Monetary Fund.
- 2.7. **Mandatory Law** means any statutory law the provisions of which cannot be departed from by contractual stipulations to the detriment of the Customer.
- 2.8. **In writing** includes telegram, telex, telefax, or any recording by electronic means.
- 2.9. **Valuables** means bullion, coins, money, negotiable instruments, precious stones, jewellery, antiques, pictures, works of art, and similar properties.
- 2.10. **Dangerous Goods** means Goods which are officially classified as hazardous as well as Goods which are or may become of a dangerous, inflammable, radioactive, noxious or damaging nature.

3. INSURANCE

- No insurance will be effected by the Freight Forwarder, except upon express instructions given in writing by the Customer. All insurances effected are subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriters taking the risk. Unless otherwise agreed in writing the Freight Forwarder shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general Policy held by the Freight Forwarder.

4. HINDRANCES

- If at any time the Freight Forwarder's performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the Goods) not arising from any fault or neglect of the Freight Forwarder and which cannot be avoided by the exercise of reasonable endeavour, the Freight Forwarder may abandon the carriage of the Goods under the respective contract and, where reasonably possible, make the Goods or any part of them available to the Customer at a place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such Goods shall cease. In any event, the Freight Forwarder shall be entitled to the agreed remuneration under the contract and the Customer shall pay any additional costs resulting from the above-mentioned circumstances.

5. METHOD AND ROUTE OF TRANSPORTATION

- The Freight Forwarder shall carry out his services according to the Customer's instructions as agreed. If the instructions are inaccurate or incomplete or not according to contract, the Freight Forwarder may at the risk and expense of the Customer act as he deems fit. Unless otherwise agreed, the Freight Forwarder may without notice to the Customer arrange to carry the Goods on or under deck and choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.

Part II

The Freight Forwarder's Liability

6. THE FREIGHT FORWARDER'S LIABILITY (EXCEPT AS PRINCIPAL)

6.1. Basis of liability

6.1.1. The Freight Forwarder's Duty or Care

- The Freight Forwarder is liable if he fails to exercise due diligence and take reasonable measures in the performance of the Freight Forwarding Services, in which case he, subject to Art 8, shall compensate the Customer for loss of or damage to the Goods as well as for direct financial loss resulting from breach of his duty of care.

6.1.2. No Liability for Third Parties

- The Freight Forwarder is not liable for acts and omissions by third parties, such as, but not limited to, Carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless he has failed to exercise due diligence in selecting, instructing or supervising such third parties.

7. THE FREIGHT FORWARDER'S LIABILITY AS PRINCIPAL

7.1. The Freight Forwarder's liability as Carrier

- The Freight Forwarder is subject to liability as principal not only when he actually performs the carriage himself by his own means of transport (performing Carrier), but also if, by issuing his own transport document or otherwise, he has made an express or implied undertaking to assume Carrier liability (contracting Carrier). However, the Freight Forwarder shall not be determined liable as Carrier if the Customer has received a transport document issued by a person other than the Freight Forwarder and does not within a reasonable time maintain that the Freight Forwarder is nevertheless liable as Carrier.

7.2. The Freight Forwarder's liability as principal for other services

- With respect to services other than carriage of Goods such as, but not limited to, storage, handling, packing, or distribution of the Goods, as well as ancillary services in connection therewith, the Freight Forwarder shall be liable as principal:

- when such services have been performed by himself using his own facilities or employees or
- if he has made an express or implied undertaking to assume liability as principal.

7.3. The basis of the Freight Forwarder's liability as principal

- The Freight Forwarder as principal shall, subject to Art. 8, be responsible for the acts and omissions of third parties he has engaged for the performance of the contract of carriage of other services in the same manner as if such acts and omissions were his own and his rights and duties shall be subject to the provisions of the law applicable to the mode of transport or service concerned, as well as the additional conditions expressly agreed or, failing express agreement, by the usual conditions for such mode of transport or services.

8. EXCLUSIONS, ASSESSMENT AND MONETARY LIMITS OF LIABILITY

8.1. Exclusions

- The Freight Forwarder shall in no event be liable for:

- Valuables or Dangerous Goods unless declared as such to the Freight Forwarder at the time of the conclusion of the contract.
- Loss following from delay unless expressly agreed in writing.
- Indirect or consequential loss such as, but not limited to, loss of profit and loss of market.

8.2. Assessment of compensation

- The value of the Goods shall be determined according to the current commodity exchange price or, if there is not such price, according to the

current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of the Goods of the same kind and quality.

8.3. Monetary limits

8.3.1.

Loss of or Damage to the Goods

The provisions of Art. 7.3., notwithstanding, the Freight Forwarder shall not be or become liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 2 SDR per kilogram of gross weight of the Goods lost or damaged unless a larger amount is recovered from a person for whom the Freight Forwarder is responsible. If the Goods have not been delivered within ninety consecutive days after the date when the Goods ought to have been delivered, the claimant may, in the absence of evidence of evidence to the contrary, treat the Goods as lost.

8.3.2.

Limitations of Liability for Delay

If the Freight Forwarder is liable in respect of loss following from delay, such liability shall be limited to an amount not exceeding the remuneration relating to the service giving rise to the delay.

8.3.3.

Other Type of Loss

The provisions of Art. 7.3. notwithstanding, the Freight Forwarder's liability for any type of loss not mentioned in 8.3.1. and 8.3.2. shall not exceed the total amount of 10,000 SDR for each incident unless a larger amount is received from a person for whom the Freight Forwarder is responsible.

9. NOTICE

9.1.

Unless notice of loss or damage to the Goods, specifying the general nature of such loss or damage, is given in writing to the Freight Forwarder by the person entitled to receive the Goods when they are handed over to him, such handing over is *prima facie* evidence of the delivery of the Goods in good order and condition. Where such loss or damage is not apparent, the same *prima facie* effect shall apply if notice in writing is not given within six consecutive days after the day when the Goods were handed over to the person entitled to receive them.

9.2.

With respect to all other loss or damage, any claim by the Customer against the Freight Forwarder arising in respect of any service provided for the Customer or which the Freight Forwarder has undertaken to provide shall be made in writing and notified to the Freight Forwarder within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.

10. TIME BAR

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these Rules unless suit is brought within 9 months after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when failure to deliver the Goods would give the consignee the right to treat the Goods as lost. With respect to other loss than of or damage to the Goods the 9 months period should be counted from the time when the failure of the Freight Forwarder giving right to the claim occurred.

11. APPLICABILITY TO ACTIONS IN TORT

These rules apply to all claims against the Freight Forwarder whether the claim be founded in contract or in tort.

12. LIABILITY OF SERVANTS AND OTHER PERSONS

These Rules apply whenever any claim is made against a servant, agent or other person the Freight Forwarder engaged for the performance of the service (including any independent contractor) whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and such servants, agents or other persons shall not exceed the limit applicable to the service concerned as expressly agreed between the Freight Forwarder and the Customer or following from these Rules.

Part III

The Customer's Obligation and Liability

13. UNFORSEEN CIRCUMSTANCES

In the event that the Freight Forwarder, in case of unforeseen circumstances, acts in the best interest of the Customer extra costs and charges have to be borne by the Customer.

14. NO SET-OFF

All monies due shall be paid without any reduction or set-off on account of any claim, counter-claim or set-off.

15. GENERAL LIEN

The Freight Forwarder shall, to the extent permitted by the applicable law, have a general lien on the Goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Customer including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

16. INFORMATION

The Customer shall be deemed to have guaranteed to the Freight Forwarder the accuracy at the time the Goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the Goods, as furnished by him or on his behalf.

Customer understands and agrees that Freight Forwarder may use any data related to Freight Forwarder's provision of Services to Customer for purposes other than the purpose of Freight Forwarder's logistics services, including the disclosure of data to third parties, provided that, the data is used as "Freight Forwarder data" only on a purely anonymized and unidentifiable, as the case may be, aggregated basis.

17. DUTY OF INDEMNIFICATION

17.1. General duty of Indemnification

Except to the extent that the Freight Forwarder is liable according to the provisions of Part II, the Customer shall indemnify the Freight Forwarder for all liability incurred in the performance of the Freight Forwarding Services.

17.2. Duty of indemnification in respect of General Average

The Customer shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

18. THE CUSTOMER'S LIABILITY

The Customer shall be liable to the Freight Forwarder for all loss or damage, costs, expenses and official charges resulting from the Customer's inaccurate or incomplete information or instructions or the handing over by the Customer or any person acting on his behalf to the Freight Forwarder, or to any other person to whom the Freight Forwarder may become liable, of Goods having caused death or personal injury, damage to property, environmental damage or any other type of loss.

Part IV

Disputes and Mandatory Law

19. JURISDICTION AND APPLICABLE LAW

Unless otherwise agreed, actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his principal place of business and shall be decided according to the law of the country of that place.

20. MANDATORY LAW

These Rules shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions or national law applicable to the Freight Forwarding Services.

Addendum to the FIATA Model Rules:

Limitation of liability in case of Warehousing and Domestic Distribution Services

By way of derogation from the aforementioned stipulations, liability limits for warehousing and domestic distribution are as follows:

- For loss of and damage to goods: 6.33 SDR per kilogram
- For inventory differences: 6.33 SDR per kilogram with a maximum of 200,000 SDR per year.

In case of inventory differences any minus stocks of certain articles can be set off against plus stocks of other articles.

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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.

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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.

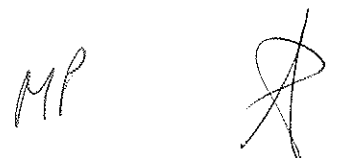
The undersigned formally authorizes the Customer to make prior verifications to the local competent authorities on the truthfulness of the declarations made about the requirements. The undersigned accepts without reserves or exceptions, the conditions contained in the Letter of Assignment and in the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

Doha, 6.1.2020

Kuehne + Nagel



MICHELE PRATESI



**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, 6.1.2020

Kuehne + Nagel

Michel Prati

MICHELE PRATESI

MP 



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 5.1.2020 per l'affidamento diretto, ad una società specializzata, del trasporto da e per Istanbul (Turchia) delle opere d'arte dell'artista Luigi Balalrin, compresi i costi amministrativi di espatrio di opere d'arte ed assicurazione, nell'ambito dell'organizzazione di una mostra con l'obiettivo di testimoniare i contatti e i legami artistici tra l'Italia e la regione mediorientale e consolidare al contempo gli scambi culturali tra Italia e Qatar;

Visto che l'Ambasciata d'Italia a Doha ha organizzato la mostra "Magnificent Cultures" presso il Katara Cultural Village, dal 18 al 29 gennaio 2020, che prevede l'esposizione di una collezione di tele e porcellane dell'artista italiano sopra citato;

Visto il CIG Z362BD894A;

Visto il contratto stipulato il 6.1.2020 tra quest'ufficio e l'operatore economico Kuehne+Nagel per l'importo di QAR 77.463,76;

Considerato che il Responsabile Unico del Procedimento ha verificato il possesso da parte dell'operatore economico Kuehne+Nagel dei requisiti;

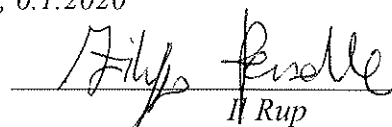
Considerato che, sulla base delle verifiche effettuate a cura del Responsabile Unico del Procedimento in relazione alle condizioni del mercato di riferimento e all'oggetto e tipologia delle prestazioni da acquisire, l'importo contrattuale è congruo;

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, 6.1.2020


Il *Rup*
Filippo Perzolla


L'Ambasciatore
Alessandro Prunas