



AMBASCIATA D'ITALIA A BANGKOK

AFFIDAMENTO DIRETTO SEMPLIFICATO TRAMITE DETERMINA A CONTRARRE (per affidamenti diretti di importo inferiore a 40.000 euro)

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;

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'art. 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 è reso necessario acquisire il **servizio di manutenzione del sistema di aria condizionata della Residenza dell'Ambasciatore dal 1.1.2022 al 31.12. 2022**, per le motivazioni indicate nella suddetta relazione e per garantire il servizio manutenzione del giardino della residenza di Capo Missione;

Vista la **proposta del 1.9.2021** da cui risulta che l'operatore economico **P.D. Air & Engineering Co., Limited** ha offerto di rendere le prestazioni per l'importo di **THB 109.200,00**, al netto delle imposte indirette;

Valutata la specificità del servizio e Considerato che sul mercato locale è disponibile un numero limitato di operatori che possa fornire il servizio richiesto e che l'operatore individuato è dotato, oltre che di requisiti di idoneità professionale, di capacità tecnica e di capacità a contrarre con la Pubblica amministrazione, di requisiti di affidabilità e serietà, avendo lo stesso operatore svolto con correttezza e puntualità precedenti affidamenti;

Considerato che il suddetto importo paria euro 2.857,82 è inferiore ad euro 40.000,00;

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;

Considerato che, sulla base delle verifiche effettuate in relazione alle condizioni del mercato di riferimento e all'oggetto e tipologia delle prestazioni da acquisire, **l'importo contrattuale è congruo e l'operatore individuato possiede i requisiti previsti per l'affidamento dell'appalto;**

DETERMINA

1. di avviare una procedura per acquisire **il servizio di manutenzione del sistema di aria condizionata della Residenza dell'Ambasciatore, tramite la ditta P.D. Air & Engineering Co., Limited, mediante affidamento diretto;**
2. che la spesa connessa alla presente procedura sarà imputata al **Titolo I.08.02** del bilancio di sede;
3. di nominare quale responsabile unico del procedimento il **Commissario Aggiunto Consolare e Sociale Dr. Giovanni Nocera**, 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;

Bangkok, 8/11/2021

Il responsabile unico del procedimento


Il Coord.re Amm.vo Dr. Giovanni Nocera



L'Ambasciatore


Lorenzo Galanti



EMBASSY OF ITALY IN BANGKOK

CONTRACT

EURO: 2.857,82 - CIG : Z163415466

Object: *Monthly maintenance service of the 26 Air-conditioners located in the Residence of the Ambassador of Italy from 1 January to 31 December.*

The Embassy of Italy in Bangkok, hereafter referred to as “the Contracting Authority” or “the Embassy”, with this contract, appoints **P.D.AIR & ENGINEERING CO., LTD.**, hereafter referred to as “the Economic Operator” or “the Company”, to provide the service herewith described.

Art. 1 – Object

1.1 The Economic Operator will provide the service as described in Annex 1.

Art. 2 - Price

2.1 The agreed price is **THB: 109,200.00** per year with VAT exception, and it will be paid according to the terms and conditions herewith outlined.

2.2 The agreed price is fixed, is not subject to adjustments, and it represents the full amount due to cover the entire range of operations necessary to the effective and efficient provision of the service required.

2.3 Under this agreement, and for the purpose of providing the services hereto described, the Economic Operator may not claim or demand payments higher than hereby stated and agreed. With payment of the agreed amount, as stated in 2.1, the Contracting Authority’s financial obligation is deemed to be fulfilled.

Art. 3 – Duration

3.1 The present contract is valid and effective from the date the Contracting Authority receives formal written acceptance of the assignment by the Economic Operator.

3.2 The assignment must be completed by **31/12/2022**, without prejudice to the specific provisions in Annex 1.

3.3 The contract terminates on the date stated in 3.2, without formal notice from the Economic Operator. Tacit renewal or extensions of any kind are not permitted.

Art. 4 - Execution

4.1 The contract may not be transferred to a third party, and subcontracting is not permitted.

4.2 The Economic Operator undertakes to provide the agreed services in accordance with the terms and conditions set out in this contract and according to the Contracting Authority’s instructions, without exceptions.

4.3 Any infringement of the provisions described in 4.2 is considered a serious breach of contract on the part of the Economic Operator, and is to be regarded as grounds for termination of the agreement.

Art. 5 – Payment terms and conditions

5.1 The Economic Operator must provide details of a bank account into which the Contracting Authority will pay the agreed amount. The Contracting Authority will not execute payments in any form other than by direct deposit into the aforementioned bank account.

5.2 Invoices must bear the following code: “CIG Z163415466”.

5.3 Payments will be made after successful completion of each maintenance intervention, within 15 days of receipt of the invoice, provided all regulations are complied with.

Art. 6 - Contact

6.1 The person in charge of the proceedings is the Head of the Administrative Office, Dr. Giovanni Nocera.

Art. 7 - Requirements

7.1 The Economic Operator must submit the form provided for in Annex 2, duly completed in all the relevant parts, certifying the absence of grounds for exclusion.

7.2 The Economic Operator hereby authorizes the Contracting Authority to verify the information provided with the relevant authority for the purpose of confirming its accuracy, and to ensure that all necessary requirements are met.

Art. 8 – Penalties

Time is of the essence of this Agreement and, accordingly, should the Economic Operator fail to comply with the delivery schedule, the Embassy may terminate this Agreement without liability.

In case of delay by the Economic Operator, a penalty of 0,50 % of the total cost of the work for each day of delay will be applied. If the delay is longer than five days, the Embassy will have the right to rescind the contract and have others continue the supply of the service, charging the relating expenses to the default Economic Operator. In these cases, the Embassy has the right to compensation, also on any credits of the Economic Operator.

For the payment of the above mentioned penalty the Embassy has the right to use credits of any kind, if existing, due to the Company.

Art. 9 – Termination

9.1 The Contracting Authority may terminate this contract at any time, provided one of the following situations arises:

- a) the contract has been subject to a substantial modification, which would have required a new procurement procedure pursuant to Art 72 of the European Union directive 2014/24/UE;
- b) the contractor is in one of the situations referred to in Art. 57 of the European Union directive 2014/24/UE which constitute exclusion criteria, and should therefore have been excluded from the procurement procedure;
- c) the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the treaties and directive 2014/24/EU;
- d) the Economic Operator fails to perform any of their obligations under this contract and as stated in the letter of assignment, or any other obligation as established by the governing law of this contract;
- e) Should the Embassy observe incapacity and evident carelessness in the Company’s fulfillment of the service, it may, with unappeasable resolution, cancel the present obligation and sue the Company for damages. It will be obliged to pay any eventual higher expenses that the Embassy should incur should it have to engage other companies in the execution of the service.

9.2 The Contracting Authority may terminate the contract at any time, even after the agreed start date, and even if the execution has already begun. In this case, the Contracting Authority must notify the Economic operator in writing at least two days in advance. Where termination has occurred, the Contracting Authority

will compensate the Economic Operator for any part of the assignment which has been correctly executed and acquired by the Contracting Authority, including any reasonable expenses incurred by the Economic Operator for services not yet performed or attained.

Art. 10 – Data Protection and Liability

10.1 The Economic Operator releases the Contracting Authority from any and all liability in cases of injuries or damage that may be incurred by persons or property belonging to the Contracting Authority or third party during the execution of the assignment.

10.2 The Contracting Authority guarantees the protection of personal data in accordance with the applicable Italian law on personal data protection and privacy, as outlined in Annex 3.

10.3 By signing the document the Economic Operator gives their consent to the usage and processing of personal data for the purpose of this agreement, including the verifications mentioned in 7.2.

10.4 The Economic Operator and the Contracting Authority, in accordance with the applicable Italian law, are liable for any violations of the protection of natural persons with regards to the processing and the free movement of personal data.

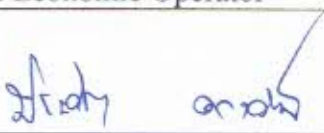
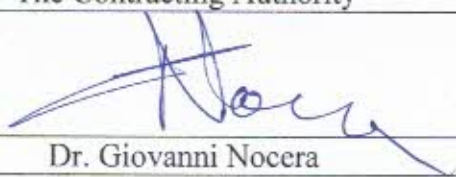
10.5 The obligations undertaken by the Economic Operator under this contract do not constitute in any way an official employment contract between the Contracting Authority and the employees of the Economic Operator, nor do they represent any legally binding agreement of the Contracting Authority outside of what is specified herein. Employees of the Economic Operator may only undertake the activities and duties specified in this document, and they must not consider themselves authorized to perform any other activity besides those specified. It is the responsibility of the Economic Operator to inform all employees of this disposition.

Art. 11 – Final Provisions

11.1 No statement herein contained shall be deemed to constitute a waiver, expressed or implied, of the immunities enjoyed by the Contracting Authority in relation to international conventions and protocol.

11.2 This agreement is governed and regulated by the Italian law. Any disputes arising out of or in connection with the interpretation of these terms and conditions will be settled by the Court of Rome.

11.3 This contract contains the terms, duties, and obligations agreed between the Contracting Authority and the Economic Operator, and may only be modified or amended with a document of the same type, fulfilling the same role, and excluding any other means of amendment of the two parties' obligations.

The Economic Operator	The Contracting Authority
	
Mr. Pravit Duangchan	Dr. Giovanni Nocera
Bangkok, 8/11/2021	Bangkok, 8/11/2021



(stamp)

