CONSOLATO DI ITALIA A IZMIR

**AFFIDAMENTO DIRETTO SEMPLIFICATO TRAMITE DETERMINA A CONTRARRE**

IL CONSOLE

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;

Vista il MSG DGIT-Unità per i Visti n. 31587 del 24 febbraio 2022 che dispone la riattivazione generalizzata dei visti, inclusi i Visti Schengen per turismo,

Considerata la necessità di acquisire il servizio da parte di una società di lavoro interinale per la fornitura di un/una digitatore/trice per l'inserimento dei dati nel sistema L-Vis;

Considerato che, tenuto conto dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario acquisire da una ditta di fiducia per tale fornitura;

Vista la proposta della ditta RANDSTAD (sede di Izmir) specializzata a livello mondiale nel settore della somministrazione di lavoro, per un importo complessivo di TRY 102750,00 pari a Euro 6500,00 circa al cambio del 7/5/2022 fino al 31/12/2022.

Considerato che il suddetto importo è inferiore a 40.000 Euro, importo pari al 50% dell'equivalente in valuta locale della soglia di euro 80.000, come determinato dalla comunicazione della Commissione Europea 2017/C 438/01 pubblicata nella GUUE del 19 dicembre 2017;

Considerato che il suddetto importo trova capienza nelle risorse finanziarie all'uopo allocate nel bilancio della sede;

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, il coordinatore del servizio amministrativo contabile dott. Fabio Ippoliti in relazione alle condizioni del mercato di riferimento e all'oggetto e tipologia delle prestazioni da acquisire, ritiene l'importo contrattuale congruo e l'operatore individuato, già noto al Consolato, possiede i requisiti previsti per l'affidamento del servizio;

**DETERMINA**

1. di approvare la proposta contrattuale citata in premessa;
2. che la spesa connessa alla presente procedura sarà imputata al titolo I.05.01 del bilancio di sede;
3. di nominare il dipendente indicato in premessa quale responsabile unico del procedimento, che, con autonomia decisionale, svolge tutte le attività riferite al suddetto affidamento, ivi comprese quelle in materia di trasparenza e di prevenzione della corruzione e di protezione dei dati personali, in conformità con la vigente normativa, individuando le modalità appropriate per il perseguimento delle esigenze pubbliche sottese all'appalto di cui trattasi.

Izmir, 09/05/2022

Il responsabile unico del procedimento
Fabio Ippoliti

IL CONSOLE
Valerio Giorgio

randstad

Staffing | Professionals | Search & Selection | HR Solutions | Inhouse Services

**Service Agreement**

| | |
|---|---|
| **Agreement effective date** | 27/04/2022 |
| **Position Title** | All positions (valid for all positions) |
| **Service fee** | 23% |
| **Invoicing** | Monthly |
| **Payment term** | One (1) day before the last business day of the respective month at the latest |

1. **Parties**

This Service Agreement has been signed and agreed upon by and between İZMİR İTALYA KONSOLOSLUĞU, having its legal address at Heris Tower, Şehit Fethi Bey Cad. No:55 Kat:21 35210 Konak/İzmir (hereinafter referred to as "CLIENT") and RANDSTAD WORK SOLUTIONS İSTİHDAM VE İNSAN KAYNAKLARI LTD. ŞTİ., having its legal address at Apa Giz Plaza Büyükdere Cad. No:191 K:1 D:2 34330 Levent İstanbul Türkiye (hereinafter referred to as "RANDSTAD").

2. **Services of RANDSTAD**

RANDSTAD shall provide to CLIENT a Randstad Employee for the position(s) as described above under temporary employment. Randstad Employee is not authorized to represent, speak or execute any kind of agreement on behalf of RANDSTAD.

Randstad Employee is employed by RANDSTAD and shall be deemed as Employer pursuant to the Labor Law, the Social Security Law and other applicable related legislations. All liabilities and obligations arising from these legislations, regulations and communiqués shall be fulfilled by RANDSTAD in return for the right to invoice CLIENT. RANDSTAD shall remit the Randstad Employee's salary into his/her bank account and transfer the necessary information to CLIENT.

3. **Fee**

The monthly fee regarding the services provided by RANDSTAD under the Agreement and Forms, is (without consideration of any tax/social security premium incentive) employment expenses of Randstad Employee that are imposed upon RANDSTAD (i.e. salary, funds, contributions and taxes etc., including the employer's contribution) plus 23% service fee based on the said expenses of Randstad Employee TRY, excluding VAT.

Any expenses (training, meal, transportation etc.) not processed in the payroll, made by the Randstad Employee to fulfill his/her duties, and paid by RANDSTAD shall be invoiced to and paid by CLIENT with a 3% service charge over the actual costs. Where Randstad Employee becomes entitled to severance payment, notification period receivable or annual paid leave/paid leave payment, CLIENT shall bear such payment. RANDSTAD calculates such payments according to the Labor Law and invoice them by adding 23% service fee to CLIENT according to Article 5.

RANDSTAD shall be entitled to implement fee changes resulting from any increases that may occur in the costs of temporary employment as a result of changes in TEFE, UFE, wage increases, and changes in premiums and taxes that occur during the assignment. RANDSTAD shall inform CLIENT timely before the fee adjustment.

A Randstad Employee can be hired, directly or indirectly, by CLIENT. In such case CLIENT shall pay, in addition to the monthly fee for services provided, the following transfer fee depending on the moment of hiring:

- 15% of the annual gross income of the Randstad Employee - until 3 months of assignment at CLIENT by RANDSTAD
- 14% of the annual gross income of the Randstad Employee - from 3 to 6 months of assignment at CLIENT by RANDSTAD
- 13% of the annual gross income of the Randstad Employee - as of 6 months of assignment at CLIENT by RANDSTAD.

4. **Responsibilities of CLIENT**

CLIENT shall submit to RANDSTAD five (5) business days before the last business day of each month the approved and completed timesheets and all relevant information and details of the Randstad Employee essential to the personnel's payroll.

CLIENT shall provide health and safety training concerning the workplace and house rules to the Randstad Employee before and during the temporary employment period at the CLIENT. CLIENT shall supervise, inspect and control any kind of discipline and work of the Randstad Employee. The Parties agree and acknowledge that the Randstad Employee is not authorized to receive any advance payments or borrowings from CLIENT or its staff, in return for the services delivered as a result of his/her duty. In the event of any circumstances which causes the termination of the assignment, CLIENT shall immediately notify RANDSTAD in writing and shall cooperate on gathering the documents if it is necessary. In such event, RANDSTAD may terminate the employment with the Randstad Employee pursuant to the Labor Law and related legislations or may terminate assignment of the Randstad Employee under the temporary employment.

CLIENT accepts, declares and undertakes that RANDSTAD shall not be liable against CLIENT for the death, physical injuries or good damages and/or any kind of related losses, damages and expenses arising out of the Randstad Employee's acts and/or negligence to fulfill the duties subject to this Agreement and related liabilities caused to CLIENT

and causing CLIENT's clients and/or their employees, officers and representatives or other third parties to request compensation from CLIENT.

In the event that a "Re-employment Lawsuit" or any other lawsuit is filed by Randstad Employee based on the assignment of the Randstad Employee at CLIENT and/or termination of the employment agreement, CLIENT shall be liable for any compensation due regarding the re-employment of the Randstad Employee in one month of the final decision of the Court or for refusal to re-employ or regarding the compensation to be held based on the period of unemployment and other payments. CLIENT shall immediately and irrevocably pay for it without a second notification or court order. RANDSTAD shall have the right of recourse to CLIENT in circumstances where it must pay any compensation. RANDSTAD shall in no way be held responsible for the said liabilities towards CLIENT under the scope of this Agreement. This provision shall remain in effect following the termination of this Agreement.

CLIENT accepts and undertakes that it will be liable for any compensation that may arise from a work accident, occupational disease and/or bodily injury that the Randstad Employee incurs. RANDSTAD has the right to revoke CLIENT in case that it has to pay any compensation. This provision shall survive the termination of this Agreement.

Expenses such as lawyers' fees, etc., arising from any disputes before legal offices including but not limited to the situations explained above or the penalty provided for in Article 99 of the Labor Law shall be borne by CLIENT or invoiced to CLIENT if compensated by the RANDSTAD. This provision shall survive the termination of this Agreement.

5. **Invoice and Payment**

RANDSTAD shall invoice CLIENT three (3) days before the last business day of each month for the services provided that month. The total sum invoiced to CLIENT shall be paid to RANDSTAD one (1) day before the last business day of the same month at the latest. In case of delay in payment, Turkish Central Bank interest rate for bank deposits shall be applied.

All payments must be made to a bank account as designated by RANDSTAD. In case CLIENT does not dispute the invoice in writing within 8 (eight) days from receipt, it shall then be deemed as having been accepted. Disputing an invoice does not discharge the CLIENT from its payment obligations. All amounts charged to CLIENT must be paid without any discount or deduction. CLIENT will not have the right to set off any amounts.

6. **Term of the Agreement**

This Agreement shall be in effect for a period of 8 (eight) months as of its execution date. The CLIENT will be able to employ the candidate placed by RANDSTAD for a period of 6 months requested within this 8-month period.

7. **Other Provisions**

RANDSTAD shall act in compliance with the Law on Protection of Personal Data numbered 6698 ("Law") when processing personal data related to the Randstad Employee.

The CUSTOMER shall process the personal data related to the Randstad Employee assigned to the CUSTOMER, in compliance with the Law, regulations, communiqués and resolutions of Personal Data Protection Board that are issued within the scope of the Law and solely within the scope of the Agreement, shall not transmit those to third parties, shall take all precautions necessary for the protection of data and destroy such data where necessary as per the Law.

RANDSTAD will not divulge fully or partly to third parties any information or documentation obtained from CLIENT for the services except in the ordinary course of business or except if it is legally obliged to do so. Such information and documentation may be transmitted to third parties upon prior consent given by CLIENT. CLIENT shall keep confidential any information and documentation obtained from RANDSTAD in relation to the candidates. Such information and documentation are provided only for the purpose of evaluating and assigning Randstad Employee at CLIENT's business. CLIENT shall comply with the applicable data protection legislation and shall not use the received candidate data for another purpose.

As CLIENT supervises the Randstad Employee, RANDSTAD shall not have liability arising from Randstad Employee's acts/performance.

Any liability of RANDSTAD shall not exceed the fees paid by CLIENT under the specific assignment that gave rise to such claim, subject to a maximum of one month. RANDSTAD's liability for indirect and consequential damages is excluded.

Parties hereby declare and accept the addresses mentioned in Article 1 of this Agreement as their legal notice addresses. Parties shall notify in written the other party via notary public within 15 (fifteen) days following such address change regarding any changes in their actual addresses, otherwise any notices sent to these addresses shall be deemed to have been legally delivered.

Any additional issues or amendments to this Agreement shall be deemed valid only if and when agreed and executed in written by the competent authorities of both parties.

Any party hereto shall not transfer or assign any of its rights or obligations arising out from this Agreement without the written consent of the other party. Notwithstanding this, RANDSTAD will be entitled to transfer the receivables and benefits under this Agreement to a third party without the consent of CLIENT.

Any default by any party hereto to exercise his rights hereunder in case of breach of the provisions of this Agreement or legislation shall not be deemed as such rights being renounced or waived fully or partly, temporarily or permanently. In the event that any provision of this Agreement is held legally invalid or ineffective fully or partly, the validity and legality of other provisions shall not be affected.

The stamp duty arising from the execution of this Agreement shall be paid by the CLIENT.

8. **Governing Law and Resolution of Disputes**

This Agreement is construed in accordance with and governed by the laws of Turkey. Istanbul Central Courts and Execution Offices shall solve any dispute, which may arise out from this Agreement's execution or interpretation.

This Agreement includes 3 (three) pages and eleven (8) articles and is read, approved and signed by the following undersigned parties as 2 (two) copies. Signature circular of the parties are attached.

İzmir İtalya Konsolosluğu

First Name/Last Name:
Title:
Date: 9.5.2022
Seal & Signature:

Consolato d'Italia Izmir
Fabio Ippoliti
Vicario

Randstad Work Solutions
İstihdam Ve İnsan Kaynakları Ltd. Şti.

First Name/Last Name:
Title:
Date:
Seal & Signature:

Üst Geçidi
Managing Directo

Randstad Search And Selection
Personel Seçme ve Yerleştirme
Apa
Zincirlikuyu
Tican Sicil No