



*Agenzia Italiana  
per la Cooperazione allo Sviluppo*

**SEDE DI BEIRUT**

**IL DIRETTORE DI SEDE**

VISTA la Legge n.125 dell'11/08/2014 ed in particolare l'art. 18, che stabilisce che all'Agenzia è attribuita autonomia organizzativa, regolamentare, amministrativa, patrimoniale e di bilancio;

VISTO il Regolamento recante lo Statuto dell'Agenzia Italiana per la Cooperazione allo Sviluppo, approvato con DM n. 113 del 22/07/2015, ed in particolare l'art. 5, comma 1, lett. f), che prevede che l'Agenzia adotti gli atti di gestione necessari per il conseguimento dei propri obiettivi e, nell'ambito della programmazione annuale, eserciti i relativi poteri di spesa, fermo restando il limite di cui all'art. 17, comma 6, della L. 125/2014;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 15 dicembre 2015 n. 2438, recante approvazione del "Regolamento di organizzazione dell'Agenzia italiana per la cooperazione allo sviluppo" e successive modifiche e integrazioni;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale di concerto con il Ministro dell'economia e delle finanze del 15 dicembre 2015 n. 1002/2500, recante approvazione del "Regolamento interno di contabilità dell'Agenzia italiana per la cooperazione allo sviluppo";

VISTA la legge 7 agosto 1990, n. 241 e s.m.i., "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi";

VISTA la Direttiva 2014/24/UE del Parlamento europeo e del Consiglio, del 26 febbraio 2014 sugli appalti pubblici;

VISTO il decreto legislativo 18 aprile 2016, n. 50 e s.m.i., disciplinante il Codice dei Contratti Pubblici, in particolare l'art. 1 comma 7 che dispone circa le procedure di scelta del contraente e l'esecuzione del contratto da svolgersi all'estero, tenendo conto dei principi fondamentali del medesimo Codice dei Contratti Pubblici e delle procedure applicate dall'Unione europea e dalle organizzazioni internazionali;

CONSIDERATA l'esigenza di dare attuazione ai principi desumibili dall'articolo 32, comma 2, del succitato Codice dei Contratti Pubblici, individuando preventivamente gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 2 novembre 2017, n. 192 "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero", in particolare l'art. 21 che disciplina i contratti stipulati da una sede estera dell'Agenzia Italiana per la cooperazione allo sviluppo;

VISTA la Delibera del Direttore dell'Agenzia Italiana per la cooperazione allo sviluppo n. 55 del 28/04/2021, con il quale è stato conferito alla dott.ssa Alessandra Piermattei l'incarico di direttore della Sede di Beirut dell'Agenzia Italiana per la cooperazione allo sviluppo;

CONSIDERATO che questa Sede ha necessità di eseguire il servizio di abbonamento alla connessione internet per gli uffici della sede di Beirut;

CONSIDERATO che per quanto sopra esposto, in virtù dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario procedere alla fornitura del servizio sopracitato;

CONSIDERATO che, sulla base delle condizioni prevalenti nel mercato locale di riferimento che emergono dal complesso degli elementi disponibili in loco, il valore stimato dell'appalto ammonta a USD 7.500,00 (USD settemila cinquecento 00/100) al lordo delle imposte applicabili;

CONSIDERATO che, sulla base del cambio pubblicato nel sito della Banca d'Italia alla data odierna, il suddetto importo è inferiore ad € 40.000,00;

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

VERIFICATO che l'importo corrispondente al valore stimato del contratto trova capienza nelle risorse finanziarie all'uopo allocate nel budget di sede;

CONSIDERATO il preventivo di spesa di USD 5.328,00 (cinquemila trecentoventotto e 00/100 US Dollari) presentato in data 29/11/2021 dalla società IncoNet Data Mangement SAL - IDM risulta il più economico e basso;

CONSIDERATO che la predetta ditta è in possesso di requisiti di comprovata professionalità e affidabilità e che ha già in passato fornito analoghe prestazioni, con piena soddisfazione di questa Sede;

#### DETERMINA

1. L'avvio di una procedura per la fornitura di servizio di abbonamento alla connessione internet per gli uffici della sede di Beirut da affidare alla società IncoNet Data Mangement SAL - IDM, mediante affidamento diretto di cui all'articolo 7, comma 2, lettera a) del DM MAECI n. 192 del 2017;
2. Il summenzionato servizio avrà durata di n. 12 mesi a decorrere dal 01/01/2022 fino al 31/12/2022;
3. Il relativo importo di spesa è pari ad € 4.650,00 (*quattromila seicentocinquanta e 00/100*), al lordo delle imposte applicabili e graverà sul budget assegnato per il funzionamento della Sede per l'anno 2022;
4. Il responsabile unico del procedimento è la sottoscritta d.sa Dahlia El Hayek 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;
5. È stato acquisito il CIG: Z7C33E1BDD per la tracciabilità dei flussi finanziari e sarà indicato su ogni documento relativo alla procedura contrattuale e relativi pagamenti;
6. L'importo complessivo del contratto sarà pagato su base mensile su 12 rate posticipate previa presentazione di una fattura da parte della società;

Baabda, 17.12.2021



Il Titolare di Sede

Alessandra Piermattei



## LETTER OF AWARDING / CONTRACT

**Subject:** Direct awarding of Internet connection service - CIG Z7C33E1BDD

The Italian Agency for Development Cooperation office of Beirut - AICS, hereinafter referred to as "The Contracting Authority ", with the present document which has the value of a contract between the parties, awards to IncoNet Data Management SAL - IDM, hereinafter referred to as the "Contractor", the performance of the activities indicated below.

### **Art. 1 – Subject**

1.1 The Contractor will perform the activities indicated in Annex 1.

### **Art. 2 - Price**

2.1 The total contract price is 5.328,00\$ including the applicable taxes, and will be paid according to the terms and the conditions indicated in the present letter of awarding.

2.2 The price indicated in this article is fixed, not subject to any adjustment and it is the total amount due for all the activities required for a correct and a regular execution of the services.

2.3 The Contractor cannot claim from the Contracting Authority any additional payments to the amount indicated in the present article, in respect of the activities to be performed under this contract. Through the payment of the aforementioned amount, the Contractor shall be satisfied for any of his claim.

### **Art. 3 – Period**

3.1 This contract will become effective when is signed by both parties.

3.2 The services must be provided starting from 1<sup>st</sup> January 2022 until 31<sup>st</sup> December 2022 without prejudice to the specific provisions contained in Annex 1.

3.3 The duty expires at the aforementioned term, without any prior notice by the Contracting Authority. Automatic or implicit renewal or extension are not allowed. The parties may agree in writing to renew or extend the contract.

### **Art. 4 - Modalities of execution**

4.1 The contract cannot be assigned to a third party and subcontracting is not allowed.

4.2 The Contractor undertakes to perform the contractual activities directly in compliance with all the clauses and conditions mentioned herein, without exception or exclusion, as well as by following instructions given by the Contracting Authority.

4.3 If during the execution of the activities there is the need of an increase or decrease of the same up to one fifth of the contract amount, the Contracting Authority may impose to the Contractor the execution under the same conditions provided in this contract. In this case, the Contractor shall not have any right to terminate the contract.

4.4 The breach of the provisions of this article by the Contractor shall be considered a serious breach and a good reason for the contract termination.

### **Art. 5 - Terms and methods of payment**

5.1 The Contractor indicates a bank account on which the Contracting Authority shall make the payments. The Contracting Authority will not make payments in different modalities other than a bank transfer to the above current account.

5.2 The invoices shall indicate the following code: "CIG Z7C33E1BDD"



5.3 The payments will occur, within 20 days from the date of receipt of the invoices that should be headed to "Development Cooperation Section of the Embassy of Italy – AICS", on a monthly basis in n. 12 postponed payments, after having verified the regular execution.

#### **Art. 6 - Contacts and references**

6.1 The Responsible of the Procurement Procedure is Ms. Dahlia El Hayek.

6.2 The supervisor of the service is Mr. Assem Abou Harb.

#### **Art. 7 - Requirements**

7.1 The Contractor must present to the Contracting Authority the Annex 2 filled in each part and should attest the possession of the selection criteria indicated in the Annex and confirm the absence of reasons for exclusion

7.2 The Contractor authorizes the Contracting Authority to investigate with the competent local authorities about the truthfulness of the declarations regarding the possession of the requirements.

7.3 The loss of the declared requirements for the selection or the subsequent verification of their non-possession shall constitute a proceed for the termination of the contract and the application of a penalty equal to five percent of the contract amount, without prejudice to the additional request for damage compensation.

#### **Art. 8 - Penalties**

8.1 Any delay of the Contractor in the execution of the activities beyond the terms established by the present contract involves, except in cases of force majeure not attributable to him, the application of liquidated damages equal to 0.5 per thousand of the contract price for each day of delay.

8.2 If the Contractor fails to execute the assignment according to the terms and conditions of this contract, the Contracting Authority will object in writing the non-fulfillment of the assignment, indicating the necessary instructions to be adopted for the disregarded provisions, giving a convenient lapse of time, in order to present any counter arguments. In the absence of a suitable explanation, the Contractor must execute the given instructions and, if he does not comply within the indicated terms, the liquidated damages provided in paragraph 8.1 shall be applied.

8.3 The request or payment of the liquidated damages does not exonerate the Contractor from the fulfillment of the contract provisions.

8.4 If the amount of the liquidated damages determined according to the present article reaches 10% of the contract price or in any other case in which, during the execution, there are unexpected breaches by the Contractor that cause significant damages, the Contracting Authority can terminate the contract due to serious breaches by the Contractor and has the right to claim for damage compensation. The Contractor should also reimburse to the Contracting Authority any additional expenses incurred in order to execute the service by other parties.

#### **Art. 9 - Resolution [and Withdrawal *Eventual Clause*]**

9.1 The Contracting Authority can terminate the contract during the period of validity if:

a) the contract undergoes a substantial change that would require a new procurement procedure pursuant to Article 72 of Directive 2014/24 / EU;

b) the Contractor is in a situation for exclusion according to Article 57 of the Directive 2014/24 / EU;

(c) the contract should not have been awarded to the Contractor due to a significant breach of the obligations arising according to the European Treaties and to Directive 2014/24 / EU;

d) one of the event of termination due to serious breaches by the Contractor expressly provided under the present letter of awarding or another case of serious breach by the Contractor provided by the law applicable to the present contract occurs.

9.2 The Contracting Authority can withdraw from the contract even though the execution of services has begun, by giving a written notice to the Contractor at least 15 days in advance. In this case, the Contracting Authority will compensate to the Contractor the amount of the services correctly executed and acquired by the Contracting Authority, as well as the reasonable expenses incurred for the services not yet performed.

#### **Art. 10 - Protection of personal data and responsibility**

10.1 The Contractor assumes all responsibility for cases of accidents and damage caused to the Contracting Authority due to shortcomings or negligence in the execution of the services. The Contractor undertakes to guarantee the confidentiality of any information obtained under this contract.

10.2 The Contracting Authority guarantees the protection of personal data provided by the Contractor according to the Italian legislation on the protection of individuals personal data, provided by the informative note in Annex 3.

10.3 By signing the informative note, the contractor provides its consent to the treatment of the aforementioned personal data by the Contracting Authority, including the relevant verifications in paragraph 7.2.

10.4 The Contractor and the Contracting Authority are responsible for the breaches of the obligations imposed by the Italian legislation regarding the protection of individuals in respect of the processing of personal data.

10.5 The obligations undertaken by the Contractor with the acceptance of the present contract do not create any employment or work relationship between the Contracting Authority and the employees of the Contractor, neither do they allow any claim against the Contracting Authority other than what expressly provided herein. Such employees may carry out only activities according to this document, since no other activity is authorized. The Contractor must inform all its employees about the content of this clause.

**Art. 11 - Final provisions**

11.1 No clause herein provided can be interpreted as an explicit or implicit waive to the immunities recognized by the Contracting Authority according to international law.

11.2 The present contract is regulated by the *local private international law*.

Any dispute shall be submitted to the jurisdiction of the court of the *local legislation*

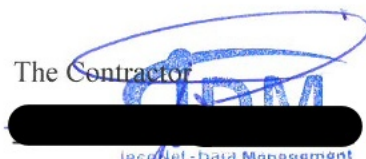
11.3 This contract includes the integral expression of the obligations of the Contracting Authority and of the Contractor and may be amended by another contract in the same form, being excluded any other form of contract amendment.

Beirut, 31/12/2021

The Contracting Authority



The Contractor



iacolet - Data Management

28-Dec-2021

## ADDENDUM NO. 1 TO INTERNET CONNECTION SERVICE CONTRACT

**CIG Z7C33E1BDD**

The Italian Agency for Development Cooperation – Beirut Office  
Baabda – Presidential Palace Road, Baabda Invest 3221 Bldg – 2nd fl.  
Beirut – Lebanon  
Fax +961 (0) 5 451 483

(“the contracting authority”),

of the one part,

and

IncoNet Data Management SAL - IDM  


(“the contractor”)

of the other part,

have agreed as follows:

The following provisions of contract for the supply of cleaning services, Identification number CIG n. Z7C33E1BDD concluded between the contracting authority and the contractor on 31/12/2021 (“the contract”) are hereby amended as follows:

The following paragraph will be added to Article 2 of the contract:

### Article 2 Price

2.4 The parties agree that the price due starting from the 1<sup>st</sup> of February 2022 until the 31<sup>st</sup> of December 2022 shall be paid in Euro by an external account bank transfer.

Therefore the remaining amount of the contract price due for the period from the 1<sup>st</sup> of February 2022 until the 31<sup>st</sup> of December 2022 shall be equal to Euro 2.640,00 (two thousand six hundred forty 00/100 Euro) to be paid to the contractor in monthly instalment against presentation of the relevant invoice in Euro currency.

All other terms and conditions of the contract remain unchanged. This addendum shall form an integral part of the contract and it shall enter into force on the later date of signature by the parties.

Done in English in two originals, one original being for the contracting authority, and one original being for the contractor.

Beirut, 01.02.2022

The contractor

  
**IDM**  
IncoNet - Data Management



The contracting authority

