

CONSULATE GENERAL OF ITALY  
DUBAI

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**CONTRACT**

The Consulate General of Italy in Dubai (hereinafter "The Consulate") has accepted the quotation no. 232 dated 9<sup>th</sup> February 2020, issued by Lumi Technologies Middle East FZE (hereinafter "The Company"), regarding the provision, dispatch and collection of the voting materials for the Italian Constitutional Referendum 2020.

**Art. 1**

1.1 The Company will fulfil its obligations as per the above-mentioned quotation, which is part of this Contract (First Attachment).

**Art. 2**

2.1 The price will be AED 159,829.00, including VAT, and it will be paid according to the following provisions.

2.2 The price is fixed and definitive and represents the whole amount due for a complete and regular execution of all the Company's obligations.

2.3 No increases will be requested by the Company, which will consider itself fully satisfied with all its claims with the payment of the agreed sum.

2.4 In case the final quantities of items delivered and dispatched were inferior to the numbers specified in the quotation, the price will be reduced accordingly.

**Art. 3**

3.1 This Contract will be effective with the Company's acceptance, duly communicated to the Consulate.

3.2 The delivery will take place within two weeks.

**Art. 4**

4.1 This job cannot be transferred or subcontracted to other companies.

4.2 The Company will directly carry out all the required activities according to the provisions of this Contract and the Consulate's directions.

4.4 Any violations of this article would be considered as serious breaches of this Contract and cause for termination.

**Art. 5**

5.1 The Consulate will pay the agreed sum by cheque or bank transfer.

5.2 In the invoice the following code will be specified: CIG ZAF2C47F0F.

5.3 The payment will be processed after the approval of the execution by the Consulate and once the final invoice is received.

**Art. 6**

6.1 The Company will fill in and deliver the Second Attachment, regarding the absence of exclusion grounds.

6.2 The Company authorizes the Consulate to carry out checks with the Authorities on this regard.

**Art. 7**

8.1 In case of any breaches of this contract, a penalty of 1% to 5% of the total value per event, according to the situation, will be charged to the Company. If it does not fulfil its commitment to the satisfaction of the Consulate, the present contract can be immediately cancelled with a written notice. Only the provided works will be paid and the Company will not be entitled to rights or compensations of any nature. The Consulate will also have the right to get the job completed at the Company's expense and to eventually sue the Company for compensation.

**Art. 8**

- 8.1 The Consulate can terminate the contract if:
- a) The contract is substantially modified and the situation requires a new selection procedure according to art. 72 Directive 2014/24/UE;
  - b) The Company is in an exclusion situation according to art. 57 Directive 2014/24/UE;
  - c) The Company has seriously violated the obligations stated by the European Treaties and the Directive 2014/24/UE.
  - d) A serious breach of this Contract by the Company occurs.

**Art. 9**

9.1 The Company will be liable for any damages caused by its fault or negligence during the execution of this Contract.

9.2 No working relationship will be established between the Consulate and the Company's personnel, who will not be entitled to any claims towards the Consulate. The Company's personnel will be allowed to carry out only the activities authorized by the Consulate with reference to this Contract.

**Art. 10**


10.1 No clauses in this Contract can be considered as a waiver of the immunities granted to the Consulate by the international law.

10.2 Both Parties agree that in case of any disputes arising from it, they will try to resolve them amicably. If they fail to reach a settlement, the matter shall be put under the jurisdiction of the Court of Rome, Italy.

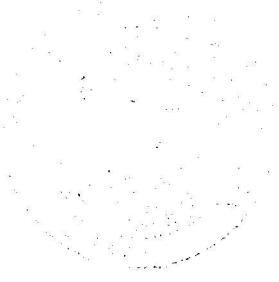
10.3 Any changes to this contract can only be made in writing and have to be agreed and duly signed by both Parties.

Dubai, 20 AUG 2020

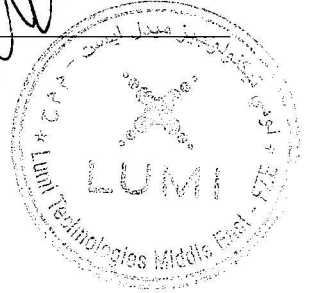
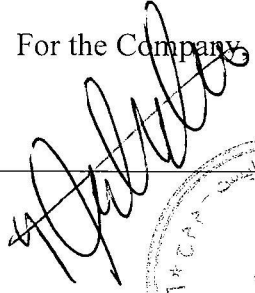
For the Consulate,



**The Consul General of Italy  
Valentina Setta**



For the Company,



## EXCLUSION GROUNDS

### **A: Criminal Convictions**

An exclusion from participation in the contract is issued for those who have been convicted by criminal definitive judgment, in Italy or in the Country where the selection is carried out, with reference to one or more of the following offences: (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorism or terrorism-related offences; (5) money-laundering or terrorism-financing; (6) child labor and other forms of exploitation; (7) any other criminal offences causing an inability to contract with the Public Administration. The relevant situations for the exclusion are defined according to the Italian Law and to the equivalent provisions of the local criminal law.

It is therefore declared that no directive member of the Company has been convicted for such offences.

### **B: Tax or Social Security payments**

The company has fulfilled all its obligations regarding taxes and social security contributions.

### **C: Insolvency, conflict of interests, professional misconduct**

1) The Company has not violated, according to its knowledge, any obligations regarding labourers' health and safety and environmental, social or labour law

2) The Company is not in any of the following situations and no related legal procedures are pending:

a) bankruptcy, insolvency procedure, liquidation procedure, arrangement with creditors, receivership or any similar situations

b) The Company has not stopped its activities

3) The Company is not responsible for serious professional misconduct

4) The Company has not entered any agreements aimed to distorting competition

5) The Company is not aware of any conflicts of interest connected with its participation in this contract

6) The Company or any subsidiaries have not provided the Consulate with any advisory activities and they have not taken part in the selection procedure

7) The Company has never experienced any prematurely-cancelled public tenders and has never been forced to pay compensations or other sanctions arising from previous public tenders

8) The Company is confirming that:

a) has not intentionally provided false declarations while giving information needed for verifying the absence of excluding grounds;

b) has not hidden such information;

c) has always been able to provide without delay any additional documents required by a customer;

d) has never tried to unduly influence the decision process of a customer, nor has tried to obtain confidential information able to provide illegal advantages in a tender procedure, nor has ever provided misleading information able to strongly influence the decisions related to a tender procedure.

**D: Exclusion grounds stated by the Italian law and equivalent situations mentioned by the law of the Country where the tender has to be executed.**

The Company **IS NOT** in any of the following situations:

- 1) It is affected by exclusion, suspension or prohibition grounds mentioned by the anti-organized crime legislation
- 2) It is affected by organized crime infiltration
- 3) Has been affected by a ban or any other penalties involving an interdiction from contracting with the public administration
- 4) Has been inserted into the list published by ANAC for having provided false declarations or documents in order to obtain a qualification certificate, while the inclusion lasts
- 5) Has violated the prohibition on nominee registration
- 6) Is not complying with the rules regarding the right to work for the disabled
- 7) If it has been affected by any graft and extortion crimes committed by criminal organizations or by their flankers, and there are no emergency or self-defence situations, it has not reported the facts to the public prosecution authorities
- 8) Has hired personnel formerly employed by the customer in the past three years, who, in the last three years of service, have exerted decision or negotiation powers on behalf of the customer with reference to the company itself

**Part 4: FINAL DECLARATIONS**

I, undersigned, formally declare that all the provided information is true and correct and that I am aware of the consequences, even from a criminal point of view, of serious false statements mentioned by the Italian and local law

I, undersigned, hereby confirm the absence of exclusion grounds, as stated above.

I, undersigned, formally authorize the Consulate to check with the Local Authorities the truthfulness of the above-mentioned declarations.

I, undersigned, wholly accept, without any exceptions, all the clauses and the conditions of this contract and of the First Attachment, which is considered as a part of it.

Dubai, . 2 0 AUG 2020



## NOTICE REGARDING THE PROTECTION OF INDIVIDUALS WITH REFERENCE TO THE PROCESSING OF PERSONAL DATA

The processing of personal data is governed by the principles of lawfulness, fairness and openness, for the protection of the fundamental rights and freedoms of the individuals.

For this purpose, the following information is provided:

1. The data controller is the Ministry of Foreign Affairs and International Cooperation of the Italian Republic (MAECI), which, in this specific case, is acting through the Consulate General of Italy in Dubai (DWTC, Shk. Rashid tower, P.O. Box 9250, Dubai, UAE - +971 43314167 - [conduba.mail@esteri.it](mailto:conduba.mail@esteri.it)).
2. In case of queries or complaints, the data protection officer at the Ministry is reachable, with the following contact details: Ministero degli affari esteri e della cooperazione internazionale, Piazzale della Farnesina 1, 00135 ROMA, tel. 0039 06 36911 (centralino), e-mail: [rpd@esteri.it](mailto:rpd@esteri.it); pec: [rpd@cert.esteri.it](mailto:rpd@cert.esteri.it)
3. The personal data are required to select the counterpart in the contract.
4. According to the Italian law, it is mandatory to provide these data and the refusal to comply causes an exclusion from the selection or the negotiation.
5. The processing will be carried out with manual or computerized procedures by dedicated personnel.
6. The data will be communicated to the internal and external supervisory bodies of the Ministry. By signing this notice, the concerned person agrees with the communication of such data also to the local Authorities, for checking purposes.
7. The data are kept for a maximum period of five years starting from the end of the relation for completion of the contract or other reasons, including the termination due to breach. This time-limit is suspended in case judicial proceedings are initiated.
8. The person concerned can request access to his personal data and have them rectified. In these cases, it will be necessary to submit an application making reference to the above-mentioned contact details (Paragraph no. 1), also informing the data protection officer at the Ministry (contact details in Paragraph no. 2).
9. In case of alleged violation of his rights, the concerned person can file a complaint to the data protection officer at the Ministry. As an alternative, it is possible to contact the Authority for personal data protection (Piazza di Monte Citorio 121, 00186 Roma, tel. 0039 06 696771, e-mail: [garante@gpdp.it](mailto:garante@gpdp.it), pec: [protocollo@pec.gpdp.it](mailto:protocollo@pec.gpdp.it)) or the judicial authority.

Dubai, . 2 0 AUG 2020

I, undersigned, have read and agreed

