



## LETTER OF AWARDING / CONTRACT

**Subject:** Direct awarding of Technical Assistance and Maintenance Computer Equipment - CIG Z612B0DAC8

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 3.663,00\$ 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 2<sup>nd</sup> January 2020 until 31<sup>st</sup> December 2020 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 Z612B0DAC8"





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 Dr. Donatella Procesi.

6.2 The supervisor of the services is Mr. Ramzi Yammine.

#### **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.

*f* *b*

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*.

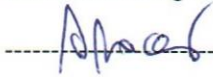
Any dispute shall be submitted to the jurisdiction of the court of the *local legislation*

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,

02 JAN. 2020

The Contracting Authority



The Contractor





**SERVICES TO BE EXECUTED**  
**(Technical specifications)**

**Provision of Internet Services:**

**Internet Access through Microwave "GDS":**

- 4 Mbps dedicated for upload
- 4 Mbps dedicated for download full fiber, unlimited traffic
- Subnet of 8 IPs
- MRTG
- Support 24/7

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## UNIQUE DOCUMENT OF REQUIREMENTS

## PART I

## INFORMATION REGARDING THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY

Identity of the Contracting Authority	Answer:
Name:	Development Cooperation Section of the Embassy of Italy – AICS Director Donatella Procesi
Title and brief description of the procurement:	Affidamento diretto / Single quote – contracts under 40.000 Euro
CIG	Z612B0DAC8

## PART II: INFORMATION ABOUT THE ECONOMIC OPERATOR

A. Identification data of the economic operator	Answer:
Name:	IncoNet Data Management s.r.l. Gabriel Maubouake - Sales Director
National identification number, if required (tax code, VAT number, registration ....)	NOF: 6190
Mailing address:	Gaby. maubouake @ idm. net. lb
Contact Persons:	Jad El CHAL
Phone:	03-460905
PEC or e-mail:(website) (IF existing):	Jad. elchal @ idm. net. lb

B. Eventual representatives of the economic operator:	Answer:
Full Name	JAD EL CHAL
Date e Place of birth	06-01-1982 Baalbeck
Position/Title of work:	Senior Account Manager
Postal Address:	Al Nahr, Holcom Bldg, 4th floor
Telephone:	01-95235; 03-460905
E-mail:	Jad. elchal @ idm. net. lb
If necessary, provide us details about the representation (form, scope, purpose):	

## PART III: REASONS FOR EXCLUSION

## A: Reasons related to criminal judgements

The entities that have been subject of a conviction by final judgement which has the force of res judicata in Italy or in the Country where the contract is performed for one or more of the following are excluded from participation in public procurement (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist offences or offences linked to terrorist activities; (5) money laundering or terrorist financing; (6) child labor or other form of trafficking in human beings; (7) any other illegal activity from which arise incapability of contracting with public Authorities. The relevant criteria are the one provided under Italian law and:

- in the member States of the European Union, the criteria indicated by the internal laws that ratified article 57 of the directive 2014/24/UE;
- in non-member States of the European Union, the equivalent criteria provided by local criminal laws.

The economic operator or a member of its management or supervisory bodies or any person with an authority of representation, decision or control whom has not been convicted for one of the reasons mentioned above with a final judgement since no more than five years or following which judgement an exclusion period has been established and it is still applicable.

**TDM**  
IncoNet-Data Management

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**B: Reasons related to the payment of taxes or 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 has to be performed.

**C: Reasons linked to insolvency, conflict of interests or professional misconduct**

- 1) The economic operator is not in breach, according to his knowledge, of any obligations regarding health and safety at work, environmental, social and labor laws.
- 2) The economic operator is not in any of the following situations and it is not subject to a proceedings for the verification of one of the following situations:
  - a) bankruptcy, insolvency procedure, winding up, arrangement with creditors, receivership or other similar situation;
  - b) The economic operator has ceased its activities;
- 3) The economic operator has not been guilty of serious professional misconduct;
- 4) The economic operator has not entered into agreements with other economic operators in order to distort competition;
- 5) The economic operator is not aware of any conflict of interest related to its participation in the procurement procedure;
- 6) The economic operator or a related company did not provide advice to the Contracting Authority or has otherwise been involved in the preparation of the award procedure;
- 7) The economic operator has not already experienced the early termination of a previous public tender or has already been ordered to pay damages or other penalties in relation to a previous public contract;
- 8) The economic operator confirms:
  - a) not having been seriously guilty of false declaration in providing the requested information for verifying the absence of exclusion criteria or the fulfillment of the selection criteria,
  - b) not having concealed this information,
  - c) to be able to transmit without delay the additional documents requested by the Contracting Authority,
  - d) not having attempted to influence the decision-making process of the Contracting Authority, not having attempted to obtain confidential information that may give advantages in the procurement procedure, not having provided misleading information that may have a significant influence on the decisions concerning the procurement procedure.

**D: Reasons for exclusion provided for by Italian legislation and equivalent situations provided for by the law of the country where the contract is performed**

The economic operator is not in any of the following situations:



- 1) having reasons for decadency, suspension or prohibition provided for by anti-mafia legislation
  - 2) is subject to infiltration by criminal organizations
  - 3) has been subject to a ban of exercise any activity or to any other another sanction that involves the prohibition of contracting with the public administration
  - 4) is registered in the electronic database of the National Anti-Corruption Authority for having submitted false declarations or false documentation for the purpose of obtaining the qualification certificate, for the period during which the registration persists;
  - 5) has breached the prohibition of fiduciary registration
  - 6) has breached the rules regarding the right of work of the disabled
  - 7) if he has been the victim of bribery or extortion crimes committed by criminal organizations or by subject facilitating the activity of criminal organizations and does not occur any case of self-defense, then he has reported the facts to the judicial authority
  - 8) is in control of any another participant in the same procurement procedure, or in any relationship, even de facto, if the controlling situation or the relationship implies that the offers are imputable to a single decision-making center.
- Has entered into employment or self-employment contracts and, even has assigned tasks to former employees of the Contracting Authority who have terminated their working relationship since less than three years and moreover, for the last three years of service has exercised an authority or negotiating powers on behalf of the Contracting Authority on the same economic operator (pantouflage or revolving door).

**PART IV: SELECTION CRITERIA**

The economic operator fulfills all the selection criteria required in the documentation for the procurement procedure

**Part V: FINAL DECLARATIONS**

The undersigned declares / declare formally that the information contained in parts from II to IV are true and correct and that the undersigned is / are aware / of the consequences, including of criminal nature, of a serious false declaration, provided for by Italian law and local law.



The undersigned hereby certifies/certify the absence of reasons for exclusion provided in Part III and the possession of the requirements provided in Part IV.

The undersigned authorizes/authorize formally the Contracting Authority, as per part I, to perform the verifications with the competent local authorities on the truthfulness of the declarations made according to the requirements.

The undersigned accepts without reservations or exceptions the provisions and conditions contained in the letter of awarding and in its Annex 1 which is an integrated part thereof.

Beirut, 02 JAN, 2020

[name, surname and quality of the undersigned]

Gabriel Nabouk-Sates Directeur  
Spécialiste  
IDM  
Data Management

ATTACH COPY OF THE IDENTITY DOCUMENT OF EACH SIGNATORY.

M



**INFORMATIVE ON PHYSICAL PERSONS DATA PROTECTION**  
**Regulation (EU) 2016/679, art. 13**

The processing of personal data is based on the principles of law, correctness and transparency to protect the fundamental rights and freedoms of individuals. To this purpose, the following information are provided:

To this purpose, we provide the following information:

1. The ownership for the treatment is with the Italian Agency for Development Cooperation (AICS), that, in the specific case, is operating through the Italian Agency for Development Cooperation – Beirut Office (AICS), Address: Baabda – Presidential Palace Road, Kettaneh Construction Building, 2<sup>nd</sup> floor, Beirut, Lebanon E-mail: beirut.aicsadmin@esteri.it, Phone: +961 (0)5 951 376/377/378.
2. AICS has a responsible for the personal data protection who, in case of questions or claims, can be reached at (Italian Agency for Development Cooperation, Via Salvatore Contarini 25, 00135 ROMA, tel. 0039 06 324921, e-mail: leone.gianturco@aics.gov.it )
3. The personal data requested are necessary for the selection of the tenderer to which the contract will be awarded.
4. The delivery of data is an obligation provided under Italian law and the eventual denial to provide the requested data shall procure the exclusion from the selection procedure or the awarding of the contract.
5. The treatment shall be made manually or electronically by personnel duly appointed.
6. The data shall be communicated to the internal and external supervision bodies of AICS. By countersigning this information, the interested person provides his consent to the data communication also to the competent local authorities for their verification and to the publication of the main elements of the contract signed on the web site of the Contracting Authority according to Italian laws on transparency of public procurement.
7. The data shall be kept for a maximum period of 5 years from the termination of the contract, including termination for default. Such term is suspended in case of judiciary proceeding.
8. The interested person can ask the access to his personal data and their rectification. In such a case, the interested person shall submit a specific request to the address provided in paragraph 1 above, copying for information the responsible for data protection of AICS to the address provided in paragraph 2 above.
9. The interested person may present a claim to the responsible of data protection of AICS, if he believes that a violation of its rights was made. Alternatively, he may submit a claim to the Guarantor for the data protection “Garante per la protezione dei dati personali” (Piazza di Monte Citorio 121, 00186 Roma, tel. 0039 06 696771, e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or to the judicial authority.

Beirut,

02 JAN. 2020

Signature for acknowledgement and acceptance





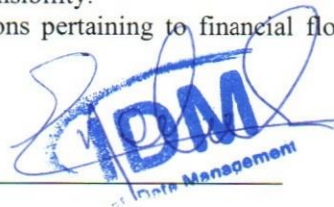

**CONTRACTOR OBLIGATION**

The undersigned \_\_\_\_\_, on behalf of the firm \_\_\_\_\_

after reading the attached synthesis of the Italian Law 136 of August 13, 2010, article 3, with regard:

1. To assume all the obligations of the tracking of financial flows pursuant to art. 3 Law 136/2010 with the relevant changes and integrations;
  2. To provide details of bank account set-up and dedicated, even not exclusively, to Italian Agency for Development Cooperation in Beirut, covering all financial operations related to the present Order as well as full name/address/fiscal code (or equivalent position) of any individual holding power to operate the mentioned bank account;
  3. To inform the Italian Agency for Development Cooperation in Beirut about any variation of the said data;
  4. To assure that the above mentioned obligations of the tracking of financial flows will be enforced in any contract and sub-contract related to the present Order under my own responsibility.
- ☒ **to abide**, with no exception or reservation, by all the obligations pertaining to financial flow traceability according to Law no. 136/2010.

(Signature) \_\_\_\_\_



Beirut **02 JAN. 2020**

**Italian Law no. 136 of August 13, 2010, article 3**

**SYNTHESIS**

The Italian Law no. 136 of August 13, 2010, article 3, contains important provisions on the traceability of financial flows and introduces new obligations for public authorities and enterprises involved in public procurements. A decree approved on November 5th clarifies the scope of the provision.

The purpose of this Law is to increase the control on the financial flows in public contracts, as these kinds of contracts often represent the mean by which criminal organizations launder the money obtained through illegal transactions.

Under the new regulation, all operators in any way interested in public contracts have the obligation to use « dedicated » bank account through which must pass every financial transaction relating to the government procurement.

All transactions should be arranged by bank transfer or other means of payment ensuring the tracking of the transaction and should indicate the underlying public investment through a specific identification code—the so-called tender identification code (CIG) and the so-called unique code for project (CUP); both codes will be provided by the Italian Agency for Development Cooperation in Beirut.

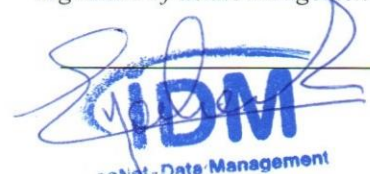
All types of actors involved in the public procurement process are concerned by the new regulation: public authorities, purchasers, suppliers, contractors and sub-contractors.

The regulatory framework includes also two other provisions requiring:

- On the one hand, reciprocal control duties for contractors and sub-contractors (« The contractor or sub-contractor who has news of the failure of its counterparty obligations of financial tracking must immediately inform the public authority »)

- On the other hand, public authorities' supervision responsibilities with regard to all public procurement contracts (« The public authority shall verify that in the contracts between contractors and sub-contractors is inserted, on pain of absolute nullity, a clause by which each party assumes the obligations of the tracking of financial flows under this Act).

Signature of acknowledgement

**DECLARATION****Subject: consent to the processing and publishing of contractual data**

The undersigned Gabriel Nabouche, legal representative of SON SA, address Al Nahr, Holcom Bldg, 4th floor, telephone number 01 895215, informed about the obligations set forth articles 26 and 27 of Italian Legislative Decree n.33/2013

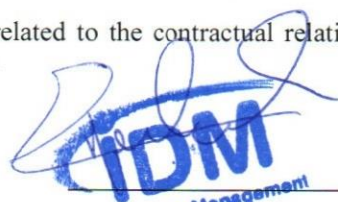
**DECLARES**

☒ to give his consent to the publishing of the data related to the contractual relationships established with the Italian Agency for Development Cooperation in Beirut.

**OR**

☐ not to give his consent to the processing and publishing of the data related to the contractual relationships established with Italian Agency for Development Cooperation in Beirut.

Beirut, **02 JAN. 2020**



(Signature of the Legal Representative)

**ARTICLES 26 AND 27 OF ITALIAN LEGISLATIVE DECREE N.33/2013****Art. 26****Obligations of publication of the proceedings for awarding grants, contributions, subsidies and financial aid to persons and private and public entities**

2. Public Administrations publish the proceedings for awarding grants, contributions, subsidies and financial aids to firms, and in any case economic benefits of any kind, whose amount exceeds one thousand Euros, to persons and public and private entities as per article 12 of Law no. 241 of 1990.

3. The publication under this article constitutes a legal condition of effectiveness of the measures that provide grants and allocations of a total amount exceeding one thousand Euros during the calendar year to the same beneficiary. Its possible omission or incompleteness is detected automatically by the management bodies, on the public administrations own administrative, financial and accounting responsibility for the non-concession or assignment of the economic benefit. The failed, incomplete or delayed publication automatically detected by control bodies is also detectable by the recipient of the grant or award or anyone else interested, even for damage compensation due to the delay by the administration as per article 30 of Legislative Decree n.104 of 2 July 2010.

**Art.27****Obligations of publication of the list of beneficiaries**

The publication referred to in Article 26, paragraph 2, necessarily includes, as per paragraph 3 of the same article:

- a) the name of the company or institution and their respective tax information or the name of another beneficiary;
- b) the amount of the paid economic benefit;
- c) the norm or title on which the award is based;
- d) the office and the officer or manager in charge of the administrative proceedings;
- e) the modality adopted for the identification of the beneficiary;
- f) the link to the selected project and the CV of the person in charge.

N



## Request for quotation

The Development Cooperation section of the Embassy of Italy is requesting the service of Internet Access through Microwave "GDS" for all the office. The main duties should cover:

- Internet access through Microwave "GDS":
  - 3 Mbps dedicated for upload
  - 3 Mbps dedicated for download full fiber, unlimited traffic
  - Subnet of 8 IPs
  - MRTG
  - Support 24/7
  - Wireless local loop setup already installed
- Urgent calls for extraordinary maintenance issues should be provided as soon as possible upon request;
- Internet service and connection 24/24 and 7/7

Period requested from the 2<sup>nd</sup> of January till 31<sup>st</sup> of December 2020

Upset cost for the service for the period: USD 3.700,00 VAT included

**Provide a table of the overall cost and all the maintenance services details. The total cost should include all the taxes by Lebanese law.**

The quotation shall be addressed to: **Development Cooperation Section of the Embassy of Italy (AICS Beirut) M.O.F: 260148** and shall include the following information:

**CIG: n. Z612B0DAC8**

Company's name and address

Legal Representative's name

MOF number

Detailed table of overall costs and all taxes by Lebanese law due for the service required.

The quotation should be submitted for the requested service.

The quotation should be sent within **the 20<sup>th</sup> of December 2019 at 12 pm Beirut time by email.**

The Offers and all correspondence and documents related to the Request for quotation exchanged by the Company and the Contracting Authority must be written in English. All correspondence relating to payments, including invoices, interim and final payment certificates, must also be sent to the Contracting Authority in English.

The present invitation does not commit in any respect the Italian Agency for Development Cooperation – Beirut Office.

## Dettagli della comunicazione

CIG	<b>Z612B0DAC8</b>
Stato	CIG COMUNICATO
Fattispecie contrattuale	CONTRATTI DI IMPORTO INFERIORE A € 40.000
Importo	€ 3.365,00
Oggetto	Anno 2020 - Spese di Funzionamento - Abbonamento servizio connessione internet
Procedura di scelta contraente	AFFIDAMENTO DIRETTO
Oggetto principale del contratto	SERVIZI
CIG accordo quadro	-
CUP	-
Disposizioni in materia di centralizzazione della spesa pubblica (art. 9 comma 3 D.L. 66/2014)	Lavori oppure beni e servizi non elencati nell'art. 1 dPCM 24/12/2015
Motivo richiesta CIG	Stazione appaltante non soggetta agli obblighi di cui al dPCM 24 dicembre 2015

[Annulla Comunicazione](#) [Modifica](#)

COM01OE/10.119.142.122

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via M. Minghetti, 10 - 00187 Roma - c.f. 97584460584

Contact Center: 800896936



## Dahlia Hayek

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**From:** Jad El Chall <jad.elchall@idm.net.lb>  
**Sent:** martedì 17 dicembre 2019 10:38  
**To:** Beirut  
**Subject:** RE: CIG Z612B0DAC8 - Request for quotation 2020  
**Attachments:** image002.gif; image003.jpg; image004.gif; image005.gif; image006.jpg; image007.jpg; Microwave Internet Offer for DCSEIT-Dec 2019.pdf

Dears,

Please find attached the requested quotation for your kind review.

I remain at your disposal for any further information or clarifications you may require.

Best Regards



**Jad El Chall**  
Senior Account Manager  
[Jad.Elchall@idm.net.lb](mailto:Jad.Elchall@idm.net.lb)

4th Floor, Holcom Building, Cornich Al Nahr, Beirut Lebanon  
**tel** +961 1 56 00 65 ext.1235 | **fax** +961 1 560065 ext:8046  
**Mobile:** + 961 3 460905  
**tech support** +961 1 595959 <http://www.idm.net.lb>

the internet people

[www.idm.net.lb](http://www.idm.net.lb)

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**From:** Beirut [<mailto:beirut@aics.gov.it>]  
**Sent:** Monday, December 09, 2019 3:08 PM  
**To:** [jad.elchall@idm.net.lb](mailto:jad.elchall@idm.net.lb)  
**Subject:** CIG Z612B0DAC8 - Request for quotation 2020

Dear all,

You are kindly requested to submit the quotation for the internet service requested for year 2020 as per attachment within the 20<sup>th</sup> of December 2019 at 12 pm Beirut time by email.

Best regards,

AICS Beirut

Baabda – Presidential palace Road  
Kettaneh Construction Bldg – 2<sup>nd</sup> fl.  
Beirut – Lebanon  
Tel. +961.(0)5.951376 – Fax +961.(0)5.451483  
[beirut@pec.aics.gov.it](mailto:beirut@pec.aics.gov.it) - <http://www.aicsbeirut.org>



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**SERVICE AGREEMENT**  
**For Provision of Internet Access**

This agreement ("The **Agreement**") covers the provision of Internet Services by and between:

**IncoNet Data Management SAL**, a joint stock company registered in the Trade Register of Beirut under number 69359, incorporated under the Laws of Lebanon and having its registered offices at **Corniche el Nahr, Holcom Building, 4<sup>th</sup> floor, Beirut** – Lebanon, duly represented for the purposes of this Agreement by **Gabriel Moubarak**.

Hereinafter referred to as "**First Party**".

AND

**Development Cooperation Section of the Embassy of Italy – AICS**, an Italian institute having as MOF number **260148**, incorporated under the Laws of Lebanon and having its registered offices at Baabda – President Palace road (near class sport) – Ketani bldg – Lebanon, duly represented for the purposes of this Agreement by \_\_\_\_\_

Hereinafter referred to as "**Second Party**".

Both **First Party** and **Second Party** are hereinafter referred to as the "**Parties**"

**INTRODUCTION**

WHEREAS the First Party is a licensed company that provides Internet Access Services.

WHEREAS the Second Party wishes to benefit from the First Party's services and obtain Internet Access from the First Party,

WHEREAS, the First Party has agreed to provide the Second Party with Internet Access Service pursuant to the terms and conditions of this Agreement.

THEREFORE, both Parties agree on the following:

**1. INTEGRATION OF THE INTRODUCTION**

This Introduction and the annexes attached to this Agreement shall form an integral part of this Agreement.



## **2. SCOPE OF SERVICES**

The First Party will provide the Second Party with Internet Access Services as described in Annex 1.

## **3. PROFESSIONAL FEES**

- 3.1 In consideration of the Internet Access, the Second Party shall pay to the First Party the fees as shown and detailed in Annex 1 of this Agreement (the "Fees").
- 3.2 The prices quoted are inclusive of Installation and Internet Access.
- 3.3 The payment shall be made monthly in advance, through an automatic bank withdrawal.
- 3.4 The total cost of hardware and installation shall be paid upon signature of this Agreement.
- 3.5 In the event the Second Party fails to pay the First Party at the beginning of each month, then the First Party shall have the right to suspend the provision of services until the payment is made.
- 3.6 If 15 days after the suspension of the services mentioned above the Second Party fails to pay, then the First Party shall have the right to terminate this Agreement. However this shall not affect its right to a penalty equivalent to 2 months of services.

## **4. TERM AND TERMINATION**

### **4.1 TERM**

- 4.1.1 This Agreement shall be effective starting from the date of signature of this Agreement.
- 4.1.2 This Agreement is for one year (the "Initial Term") as of the date of signature of this Agreement.

It is automatically renewed for a further twelve months period at the end of the Initial Term and on each subsequent anniversary (each a "Termination Date") unless either party sends a notice of termination to the other at least 30 days prior to such Termination Date

### **4.2 TERMINATION**

#### **4.2.1 Termination for breach of obligations under this Agreement**

Each party shall have the right to terminate this Agreement immediately in the event the other party commits a breach of its obligations hereunder and has failed to remedy such breach within 15 days as of its receipt of a notification sent by the damaged party to that effect.

#### **4.2.2 Termination for convenience**

It is agreed between the Parties that the Second Party shall not have the right to terminate this Agreement for convenience.

In the event of a breach by the Second Party of this sub-clause, the latter shall be bound to pay a penalty amounting to the Fees for the remaining months of the Agreement, such penalty shall be irrevocable by the court.

#### **4.2.3 Termination for Force Majeure**

Each party reserves the right to terminate this Agreement under conditions of emergencies, force majeure, or under conditions beyond its reasonable control including, without limitation, restrictions of law or regulations, terrorism, threat of terrorism, labor disputes, acts of God, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

### **4.3 PAYMENT ON TERMINATION**

In the event of termination of this Agreement for any of the causes mentioned in 4.2, the First Party will continue to be paid up to the effective date of termination for any Fees or expenses due for the services delivered up to that date and the Second Party must settle all outstandings within 15 days as of the termination of the Agreement.

### **5. PLACE OF SERVICE DELIVERY**

The installation shall be at the following location: Baabda – President Palace road (near class sport) – Ketani bldg – Lebanon.

The Internet Access as defined and provided in this Agreement is intended to strictly serve the Second Party's needs at the abovementioned location. The latter shall inform the First Party about all additional locations needed to be served through the same connection.

### **6. PERFORMANCE**

6.1 The service under this Agreement is intended to operate on 24 hours per day and seven days per week basis. The Second Party is guaranteed minimum availability of 99.7% of the time.

6.2 The Second Party shall have the right to downgrade the bandwidth, provided only that the downgrade must not be less than 50% of the bandwidth as agreed on it hereunder. The breach by the Second Party of this sub-clause is considered as a termination for convenience according to article 4.2.2 and therefore the First Party is entitled to an indemnity representing the Fees for the remaining months of the Agreement, based on the agreed bandwidth.



7. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

7.1 Each party shall defend, indemnify and hold harmless the other party, its officers, directors, employees and agents from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs) imposed upon or incurred by the latter arising out of a breach of any obligations hereunder.

7.2 In no event will either party or their respective representatives, subcontractors, affiliates or suppliers be liable for any consequential, incidental, special, exemplary, punitive or enhanced damages (indirect damages), loss of cover, lost profits, revenues, data or use or diminution in value, investment, revenue, return, contract, production, opportunity, goodwill, data business, savings or goodwill, arising out of or relating to any breach of this Agreement, regardless of whether such damages were foreseeable, whether or not that party was advised of the possibility of such damages.

7.3 Moreover, in no event will either party's aggregate liability arising out of or related to this Agreement, whether arising out of breach of contract, tort (including negligence) or otherwise not considered by court to fall under such category, exceed the Agreement's value.

8. **FORCE MAJEURE**

Neither party shall be responsible for any delay (whether material or not), ceasing, or failure in performance or other duties hereunder, due to any occurrence commonly known as force majeure, including, without limitation, acts of God, any Governmental body (de jour or de facto) or public enemy, riots, embargoes, strikes, or other concerted acts of workers, casualties or accidents, restrictions of law or regulations, terrorism, threat of terrorism, labor disputes, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns circumstances or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the First Party's reasonable control, which prevent or hinder the performance of the First Party of any of its obligations hereunder.

9. **CONFIDENTIALITY**

The Parties to this Agreement acknowledge and agree that this Agreement and the terms thereof are confidential. Neither party shall directly or indirectly disclose to any person not participating in this transaction the substance of negotiations concerning the provision of the First Party's services, including the contents of this Agreement.

10. **GOVERNING LAW**

This **Agreement** shall be governed by, construed and enforced in accordance with the laws of the Republic of Lebanon without regard to its conflicts of law provisions.

11. **LITIGATION**

It has been agreed between the Parties that all disputes in connection with this Agreement resulting in claims up to thirty times the minimal wage applicable at the time of the dispute shall be settled before the tribunal of Beirut under the Lebanese law.

All claims exceeding this amount shall be settled under the rules of conciliation and arbitration at the Beirut Chamber of Commerce and Industry by one arbitrator to be appointed with the said rules.

The decision of the arbitrator shall be final and binding on both Parties and shall not be subject to appeal.

12. **DIVISIBILITY OF THE AGREEMENT**

The invalidity of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

13. **COPIES**

This **Agreement** has been executed in two (2) copies, each of which when executed and delivered to each party shall be an original, but all the copies together shall constitute one and the same instrument.

14. **NOTICES**

Each communication notice or demand by one of the **Parties** hereto to the other under this **Agreement** shall be deemed to have been made only if made at the addresses registered below:



15. **COORDINATES**

Name of the Company	Development Cooperation Section of the Embassy of Italy – AICS		
Company Profile			
Telephone Number (s)	05-951376/ 377/ 378		
Fax Number (s)	05-451483		
Company's Email			
Complete Address	Baabda – President Palace road (near class sport) – Ketani bldg – Lebanon		
Contacts at Customer's Site			
Department	Contact Person	Email Address	Telephone
General Manager	Mr.		
Commercial Contact	Mrs. Dahlia Hayek	<a href="mailto:dahlia.hayek@esteri.it">dahlia.hayek@esteri.it</a>	
Accounting	Mr.		
Technical Contact	Mr.		
Group IT	Mr. Mohamad Zahwe	<a href="mailto:mzah@bugs-it.com">mzah@bugs-it.com</a>	03- 917 619
Contacts at IncoNet - Data Management			
Department	Contact Person	Email Address	Telephone
Commercial Contact	Mr. Jad El Chall	<a href="mailto:Jad.elchall@idm.net.lb">Jad.elchall@idm.net.lb</a>	01- 595235
Collection	Collection	<a href="mailto:Collection@idm.net.lb">Collection@idm.net.lb</a>	01.560065 ext: 1294-1298
Technical Contact	CPU	<a href="mailto:cpu@idm.net.lb">cpu@idm.net.lb</a>	01.595959 (from 8:00 AM to 5 :00 PM) 03-663282 (from 5:00 PM to 8 :00 AM)

IN WITNESS WHEREOF, the Parties have signed this Agreement on        /        /

**First Party**  
**Inconet Data Management**

**Second Party**  
**Development Cooperation Section**  
**of the Embassy of Italy – AICS**

**IDM SAL**

**Date:**



### Microwave through GDS