

# CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

### FINANCED FROM AICS BEIRUT LOCAL FUND – AID 11033

The Italian Agency for Development Cooperation – Beirut Office  
Baabda – Presidential Palace Road, Kettaneh Bldg – 2nd fl.  
Beirut – Lebanon  
Phone +961 (0)5 951 376/377/378 - Fax +961 (0) 5 451 483

(‘the contracting authority’),

of the one part,

and

Contracting and Services Solutions – CSS  
Limited Partnership  
Official registration number: 2003319  
Official address: Street Akka, Zakrit-Metn, Lebanon  
VAT number: 641006-601,

(‘the contractor’)

of the other part,

have agreed as follows:

### PROJECT “MOSAICO LAB” - AID 11033

### CONTRACT TITLE Supply of driver contract worker service

Identification number AID 11033 / CIG Z172D7834C

#### (1) Subject

- 1.1 The subject of this contract is a service contract of driver contract worker done on the 16 July 2020 in Beirut with identification number CIG Z172D7834C (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

#### (2) Contract value

This contract, established in Euro, is a global price contract. The contract value is EUR 34,988.18.

#### (3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions

- the general conditions (Annex I);
- the terms of reference (Annex II)
- the organisation and methodology (Annex III);
- Budget (Annex IV);
- Other relevant forms and documents (Annex V);

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

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

**For the contractor**

Name: *Jean Ibrahim Yammie*

Title: **Contracting and Services Solutions**  
 Signature: *[Signature]*  
*Zekrit - 04/922345*

Date: *16-7-2020*

**For the contracting authority**

Name:

Title:  
 Signature: *[Signature]*

Date: **16 JUL 2020**



## SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2 Communications

2.1 For any communication to the Contracting Authority please contact:

Beirut Office of the Italian Agency for Development Cooperation (AICS)  
Address: Baabda – Presidential Palace Road, Kettaneh Building, Second floor, Beirut,  
Lebanon  
Phone:+961 (0)5 951 376/377/378 ; Fax:+961 (0) 5 451 48;  
E-mail: beirut@aics.gov.it

For any communication to the Contractor please contact:  
Contracting and Services Solutions – CSS, Mr Jean Yammine  
Address: Street Akka, Zakrit-Metn, Lebanon. Tel. +961 04/922845-+961 03/300745

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation.

### Article 4 Subcontracting

4.9 Subcontracting is not allowed.

### Article 7 General obligations

7.8 All visibility activities shall be agreed with the contracting authority before being pursued.

### Article 12 - Liabilities

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

### Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks is 12 months from the start date.

### Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

## **Article 29 Payment and interest on late payment**

29.1 Payments shall be made within 90 days after receipt by the contracting authority of the final report, subject to approval in accordance with Article 27 of the general conditions.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

## **Article 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

## **Article 40 Settlement of disputes**

40.5 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Beirut, Lebanon.

## **Article 42 Data protection**

The Contracting Authority guarantees the protection of personal data provided by the Contractor pursuant to Italian laws in force, as specified in the informative under Annex V hereto.

By signing such informative the Contractor shall consent to the treatment of personal data by the Contracting Authority, and authorizes the Contracting Authority to make any investigation with the competent local authorities on the truthfulness of the declarations made and on the requirements possession.



## CONTRACTOR OBLIGATION

### Law no. 136 of August 13, 2010, article 3

The undersigned Yean Yammine, on behalf of the firm Contracting and Services Solutions CSS

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

To assume all the obligations of the tracking of financial flows pursuant to art. 3 Law 136/2010 with the relevant changes and integrations;

To provide details of bank account set-up and dedicated, even not exclusively, to the Italian Agency for Development Cooperation in Lebanon, 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;

To inform the Italian Agency for Development Cooperation in Lebanon about any variation of the said data;

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.

Agrees to abide, with no exception or reservation, by all the obligations pertaining to financial flow traceability according to Law no. 136/2010.

**Contracting and  
Services Solutions.....**  
Zekrit - 04/922845

Beirut, 16 July 2020

**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); the code will be provided by the Italian Agency for Development Cooperation in Lebanon.

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**

  
**Contracting and  
Services Solutions**  
Zekrit - 04/922845