

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No. CIG Z2430054B7

FINANCED FROM THE AICS BEIRUT LOCAL FUND – AID 11662.03.3

The Italian Agency for Development Cooperation – Beirut Office
Presidential Palace Rd, Kettaneh Bldg., 2nd fl.
Baabda – Lebanon

(‘the contracting authority’),

of the one part,

and

Contracting and Services Solutions - CSS
Street Akka Bldg. 90, Zakrit
Metn, Lebanon
VAT registration n. 641006-601,

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT “Instruction and protection for refugees and host communities in Lebanon (Phase II) – Contribution to Humanitarian Action for Children (HAC) in response to the blast of 4 August 2020”

CONTRACT TITLE “Supply of driver contract worker service”

Identification number AID 11662.03.3 / CIG Z2430054B7

(1) Subject

- 1.1 The subject of this contract is the supply of driver contract worker service done in Beirut with identification number **AID 11662.03.3 / CIG Z2430054B7** (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II).

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is EUR 34,080.00 (thirty-four thousand eighty//00 euros).

(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);
- Informative (Annex V);
- Other relevant forms and documents (Annex VI).

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.

(5) Other specific conditions applying to the contract

The service should normally be provided by the contractor on the same working days of the contracting authority.

The identified temporary worker must obtain the prior consent of the contracting authority and at the request of the contracting authority, at any time, it may be replaced.

The contractor is responsible of all remuneration charges, social security and insurance cares relating to the personnel administered, strict observance of the rules related to security in the workplace and all kind of responsibilities in case of accidents and damage caused to persons or goods, either of the contracting authority and of third parties.

The present contract does not determine the institution of any subordinate employment relationship between the contracting authority and the temporary worker. The temporary worker has therefore no right, neither present nor future, to request the contracting authority the stipulation of a contract of a fixed or indeterminate period, with consequential registration in the Caisse Nationale de la Sécurité Sociale. Such responsibility belongs exclusively to the contractor.


In providing the service, the contractor must comply with the legislative standards and the agreed pacts. In case the contractor providing the service fails to comply with the agreed pacts or the laws and regulations, the contracting authority has the right to terminate the contract by a simple claim.

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

For the contractor

For the contracting authority

Name: Jean Yammine
 Title: Owner of Contracting and Services Solutions - CSS
 Signature: 
Contracting and Services Solutions
 Zekrit - 04 / 922845
 Date: 04/01/2021

Name: Donatella Procesi
 Title: AICS Director
 Signature: 
 Date: 04/01/2021

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)
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:

Jean Yammine
Phone: +961 (0)4 922 845; (0)3 300 745; 70 924 002;
E-mail: contractingservicesolutions@gmail.com .

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments.

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 date of signature of the contract by both parties.

19.2 The period for implementing the tasks is twelve months from the start date (i.e. 31/12/2021).

Article 29 Payment and interest on late payment

29.1 Payments to the contractor of the amounts due shall be made monthly and within 90 days after receipt by the contracting authority of an invoice.

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

40.4 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.


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CONTRACTOR OBLIGATION

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

The undersigned Jean Yammine, on behalf of the firm C.S.S.
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.


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Beirut,

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

