

 <p>ITALIAN AGENCY FOR DEVELOPMENT COOPERATION</p>	<p>Delegation Agreement TF-MADAD/2017/T04.40</p> <p>Resilience & Social Cohesion Programme (RSCP) - Strengthening the resilience of host communities and Syrian refugees in Lebanon, Jordan and Iraq (Kurdistan)</p> <p>Lebanon component</p>	 <p>RSCP RESILIENCE & SOCIAL COHESION PROGRAMME</p>
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SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No. RSCP/2020/CT002 CIG: Z6A2B8C7D6

FINANCED FROM THE TF-MADAD/2017/T04.40

The Italian Agency for Development Cooperation (hereinafter AICS) – Beirut Office
Baabda – Presidential Palace Road, Kettaneh Construction Bldg – 1st 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

Eng. Amal Al Masri,

Syndicate of Engineers Reg. [REDACTED]

P.O. [REDACTED]

Phone + [REDACTED]

Tax N [REDACTED]

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT

Resilience & Social Cohesion Programme (RSCP) - Strengthening the resilience of host
communities and Syrian refugees in Lebanon, Jordan and Iraq (Kurdistan) - Lebanon component

ENGINEERING SERVICE

Identification number RSCP/LC/CALL/002 CIG Z6A2B8C7D6

(1) Subject

- 1.1 The subject of this contract is Engineering Services done in Lebanon with identification number RSCP/LC/CALL/002 CIG Z6A2B8C7D6 (‘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 19.850,00 (nineteen thousand eight hundred fifty //00).

(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, including clarification before the deadline for submitting tenders (Annex II)
- the organisation and methodology, including clarification from the tenderer provided during tender evaluation (Annex III);
- Budget (Annex IV);
- Other relevant forms and documents (Annex V)
- Informative on physical person data protection (Annex VI)
- Informative on financial flow traceability (Annex VII).

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 following conditions to the contract shall apply:

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

- (a) the data protection notice is available at
<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.1>

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

For the contractor

Name: Amal Al Masri

Title: Engineer

Signature:

Date: 02 JUL 2020


مهندس ماسري



For the contracting authority

Name: Donatella Procesi

Title: Director of AICS Beirut

Signature:

Date: 02 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.

Article 2 Communications

- 2.1 Official communications for all stages of implementation will occur through e-mail exchange between the contracting authority and the contractor.
For any communication to the contracting authority, please contact infolebanon@rscp-madad.org
For any communication to the contractor, please contact amalmasri@live.com

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 whole damage.

Article 13 Medical, insurance and security arrangements

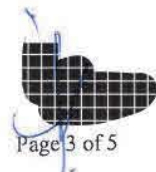
- 13.2 a) By way of derogation from Article 13.2, paragraph a), of the general conditions, at the latest not later than one week after the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- 13.2 b) By way of derogation from Article 13.2, paragraph b), of the general conditions, at the latest not later than one week after the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected.

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 140 days from the start date.

Article 27 Approval of reports and documents

- 27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.



Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following option:

Month		EUR
July 2020	First interim payment (deliverables #1, 2)	3,970.00 (20% of the contract value)
July 2020	Second interim payment (deliverables #3, 4, 5, 6 and 7)	13,895.00 (70% of the contract value)
November 2020	Balance (deliverable #8)	1,985.00 (10% of the contract value)
	Total¹	19,850.00

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports 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

40.4 Any disputes arising out of or relating to this contract, which cannot be settled otherwise, shall be referred to the exclusive jurisdiction of the Court of Beirut, Lebanon.


Article 42 Data protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement, as specified in the Informative on physical person data protection (Regulation UE 2016/679, art. 13) under Annex VI.
2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of

¹ No pre-financing payment is foreseen as no pre-financing nor performance guarantee is required.

personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC² and as detailed in the specific privacy statement published at ePRAG.

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² OJ L 205 of 21.11.2018, p. 39

