

SERVICE CONTRACT

FINANCED FROM AICS BEIRUT LOCAL FUND – AID 11140/CIG Z743354C97

The Italian Agency for Development Cooperation – Beirut Office
Baabda – Presidential Palace Road, Baabda Invest. 3221 Bldg. – 2nd fl.
Beirut – Lebanon
E-mail: beirut@aics.gov.it
Phone: +961 (0)5 951 376/377/378 - Fax +961 (0) 5 451 483
(‘The contracting authority’ or ‘AICS Beirut’),

(‘the contracting authority’),

of the one part,

and

Kamal Rahme

Individual¹

E-mail: 

Phone: 

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT

“Pacchetto pilota di iniziative per la visibilità e la comunicazione dell’Agenzia Italiana per la Cooperazione allo Sviluppo in Libano” AID 11140

CONTRACT TITLE

“Photographic Services”

(1) Subject

- 1.1 The subject of this service contract is to provide photographic services during 8 days documenting the Institutional visit to Lebanon of AICS General Director and its delegation and the projects activities of the Italian Cooperation in Lebanon (‘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 USD is a global price contract. The contract value is USD 10,500.00.

¹ Where the contracting party is an individual.

(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)
- Budget (Annex III);
- Other relevant forms and documents (Annex IV-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

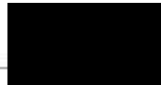


Name: Kamal Rahme

Title: Photographer

Date: 7 October 2021

For the Contracting Authority



Name: Alessandra Piermattei

Title: Director AICS Beirut

Date 7 October 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:

The Italian Agency for Development Cooperation – Beirut Office,
Tel: +961 (0) 5951376/377/378
email beirut@aics.gov.it

For any communication to the Contractor please contact:

Kamal Rahme
Tel: +961 (0) 3703207
E-mail: kamalrahme@gmail.com

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 contract price.

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 from the contract signature until 30 November 2021.



Article 29 Payment and interest on late payment

29.1 Payments will be made by banker check at the end of the service upon verification of the correspondence of the service provided with the TOR.

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

40.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise 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 IV 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 Kamal Rahme,
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.



Beirut, 7 October 2021

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

A black rectangular redaction box covers the signature area. A horizontal line is drawn below the redaction box.