

CONTRACT

Subject: Direct awarding supply of photocopier machine Bizhub C284e Laser color MFP - CIG Z3E32EC024

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 Digital Printing Solutions S.A.L, 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 Euro 2.497,50 (fresh money) including the applicable taxes, and will be paid according to the terms and the conditions indicated in the present letter contract.

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 supply must be delivered within 10 days from the signing of this contract 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.

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 Z3E32EC024"

5.3 The payments will occur, within 10 days from the date of receipt of the invoices after having verified the regular execution.



Art. 6 - Contacts and references

6.1 The Responsible of the Procurement Procedure is Dr. Alessandra Piermattei.

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.

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 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, 09 SEP 2021

The Contracting Authority



The Contractor

