

11/2022



Agenzia Italiana per la Cooperazione allo Sviluppo
Beirut Office

ORDER LETTER

TF-MADAD/2020/T04.253 “Integrated social services provision to Lebanese and Syrian refugees communities in Lebanon – ISOSEP”

Ref. ISOSEP/SER/2022/002 - CIG: Z5C3564FA5

Beirut,

To: BRIDGE OF MINDS S.A.R.L.

Vi comunichiamo che siamo interessati Ai servizi le cui caratteristiche e condizioni vengono di seguito dettagliate:

1. Prodotti: produzione di un breve video che descriva l'attuale situazione dei Social Development Centers (SDCs) coinvolti nel progetto insieme alle aspettative degli stakeholders locali (rif: Termini di Riferimento allegati e vostra proposta del 20/02/2022).
2. Prezzo: Euro **2.420,00** IVA esclusa.
3. Tempi di realizzazione del servizio: 60 giorni dalla data di firma di questa lettera d'ordine, come dettagliato nei Termini di Riferimento allegati.
4. Obblighi fiscali ed imposte: restano a Vostro carico tutti gli eventuali oneri previdenziali ed assicurativi applicabili.
5. Pagamento: via banca, entro 10 giorni dalla data di presentazione della fattura e dopo aver accertato la regolare esecuzione della prestazioni.
6. Eventuali danni che, durante la fornitura del

We confirm our interest in purchasing the services according with the following characteristics and details:

1. Products: the production of a short video describing the current situation of the Social Development Centers (SDCs) involved in the project as well as the expectations of the local stakeholders (ref: Terms of Reference attached and your proposal dated 20/02/2022).
2. Price: Euro **2.420,00** VAT excluded.
3. Time of realization of the service: 60 days from the date of signature of this order letter, as detailed in the Terms of Reference attached.
4. Taxes and Duties: all applicable social security and insurance remain at your full charge.
5. Payment: by bank transfer, within 10 days from the issuance of the invoice and upon certification of the regular execution of the service.
6. Any damage that, during the provision of the

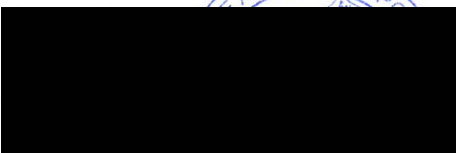
servizio, fossero occasionati a cose o persone saranno a totale Vostro carico.

7. Risoluzione del Contratto: Bridge Of Minds dovrà, durante l'esecuzione della prestazione, uniformarsi alle normative vigenti in Libano ed in Italia ed ai patti concordati nel presente contratto. Nel caso in cui veniate meno ai patti concordati ovvero alle norme legislative e regolamentari vigenti, AICS Beirut ha facoltà di risolvere il presente rapporto contrattuale ed affidare a terzi l'esecuzione della prestazione con danni e costi a Vostro carico.
8. Diritto d'autore: Bridge Of Minds riconosce e garantisce espressamente che in nessuna circostanza potrà vantare qualsivoglia diritto sul prodotto, che rinuncia fin d'ora al suo uso, alla riproduzione, duplicazione e modificazione del stesso e a qualsiasi rivendicazione sul diritto d'autore.

Vi saremo pertanto grati se vogliate provvedere fornirci il suddetto servizio/materiale.

RingraziandoVi, distinti saluti.

Il Titolare di Sede AICS Beirut
Alessandra Piermattei



04/03/2022

- Allegato I: Termini di Riferimento
- Allegato II: Protezione dati personali
- Allegato III: Pubblicazione informazioni

service, were caused to things or people will be at your total expense.

7. Contract termination: Bridge Of Minds shall, while executing the service, comply with the laws in force in Lebanon and Italy and the concluded agreements in the present contract. In the event that you break the concluded agreements or the laws and regulations in force, AICS Beirut has the right to terminate this contract and to entrust to third parties the performance of the service with damages and any arising costs at your expense.
8. Copyright: Bridge Of Minds expressly acknowledges and warrants that under no circumstances it will have any right of any kind whatsoever to the work and furthermore undertakes not to use, produce, duplicate, and modify the work or to claim any right or authorship thereto.

We will grateful if you could provide us the above services/products.

Yours faithfully.

For unconditional acceptance
BRIDGE OF MINDS S.A.R.L.



3/3/2022

- Annex I: Terms of Reference
- Annex II: Personal Data protection
- Annex III: Publication of data



Annex II

INFORMATIVE NOTE ON THE PROTECTION OF INDIVIDUALS WITH REGARD TO THE PROCESSING OF PERSONAL DATA

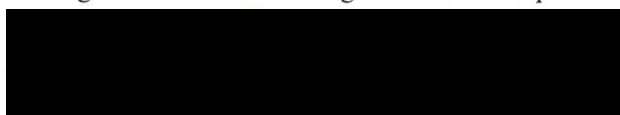
Regulation (UE) 2016/679, art. 13

The processing of personal data is based on the principles of lawfulness, fairness and transparency to protect the fundamental rights and freedoms of individuals. For this purpose, the following information is provided:

1. The data controller is the Italian Agency for International Cooperation (AICS), which, in this specific case, operates through AICS office in Beirut, Baabda – Presidential palace Road Kettaneh Construction Bldg – 2nd fl. Beirut – Lebanon1 – e-mail: segreteria.beirut@aics.gov.it
2. The AICS has a person responsible for the protection of personal data that, in case of questions or complaints, can be contacted at the following addresses: Via Salvatore Contarini, 25, tel. 0039 06 32492 pec: agenzia.cooperazione@cert.esteri.it
3. The personal data requested are necessary for the selection of the Economic operator to whom the contracted service will be entrusted
4. Providing the data is an obligation under Italian law and any refusal to provide the requested data will result in exclusion from the selection procedure or from entrustment
5. The treatment will be carried out manually or electronically by specially appointed staff.
6. By signing this informative note, the data will be communicated to the internal and external control bodies of the AICS. The interested party gives his consent to the communication of the aforementioned data also to the competent local authorities for their verification and to the publication of the essential elements of the contract stipulated on the Service provider's website in accordance with Italian law on the transparency of public contracts.
7. Data shall be kept for a maximum period of 5 years from the moment when the contractual relationship ends due to completion of the execution or for any other reason, including termination due to non-compliance. This deadline is suspended in the event of the initiation of a judicial proceeding.
8. The interested party may request access to their personal data and it's correction. In these cases, the interested party must submit a specific request to the addresses indicated in point 1, informing the AICS data protection officer to the contact details indicated in point 2
9. If he believes his rights have been violated, The interested party can present a complaint with the AICS data protection officer. Alternatively, He can contact the Guarantor for the protection of personal data (Piazza di Monte Citorio 121, 00186 Rome, phone 0039 06 696771 (switchboard), e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or to the judicial authority.

Beirut, 3/3/2022

Signature for acknowledgement and acceptance





**ANNEX III
CONTRACTOR OBLIGATION**

The undersigned [REDACTED] on behalf of the firm Bridge of Minds, after reading the attached synthesis of the Law 136 of August 13, 2010, article 3, with regard:

1. To assume all the obligations of the tracking of financial flows pursuant to art. 3 Law 136/2010 with the relevant changes and integrations;
2. To provide details of bank account set-up and dedicated, even not exclusively, to the Development Cooperation Section of the Embassy of Italy in Beirut, 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;
3. To inform the Development Cooperation Section of the Embassy of Italy in Beirut about any variation of the said data;
4. 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, 3-3-2022

Signature [REDACTED]



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) and the so-called unique code for project (CUP); both codes will be provided by the Development Cooperation Section of the Embassy of Italy in Beirut. 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-





DECLARATION

Subject: consent to the processing and publishing of contractual data

The undersigned _____

legal representative of _____

address _____ *Db*

telephone number _____

informed about the obligations set forth articles 26 and 27 of Italian Legislative Decree n.33/2013

DECLARES

to give his consent to the publishing of the data related to the contractual relationships established with the Development Cooperation Section of the Embassy of Italy in Beirut.

OR

not to give his consent to the processing and publishing of the data related to the contractual relationships established with the Development Cooperation Section of the Embassy of Italy in Beirut.

Beirut, *3-3-2022*

Signature _____

ARTICLES 26 AND 27 OF ITALIAN LEGISLATIVE DECREE N.33/2013

Art. 26

Obligations of publication of the proceedings for awarding grants, contributions, subsidies and financial aid to persons and private and public entities

2. Public Administrations publish the proceedings for awarding grants, contributions, subsidies and financial aids to firms, and in any case economic benefits of any kind, whose amount exceeds one thousand Euros, to persons and public and private entities as per article 12 of Law no. 241 of 1990.
3. The publication under this article constitutes a legal condition of effectiveness of the measures that provide grants and allocations of a total amount exceeding one thousand Euros during the calendar year to the same beneficiary. Its possible omission or incompleteness is detected automatically by the management bodies, on the public administrations own administrative, financial and accounting responsibility for the non-concession or assignment of the economic benefit. The failed, incomplete or delayed publication automatically detected by control bodies is also detectable by the recipient of the grant or award or anyone else interested, even for damage compensation due to the delay by the administration as per article 30 of Legislative Decree n.104 of 2 July 2010.

Art. 27

Ethics clauses

1. Any attempt by a candidate or Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
2. Without the Contracting Authority's prior written authorization, a Company and its staff or any other company with which the Company is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out work or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Company.



3. When putting forward a candidacy or tender, the candidate or Tenderer must declare that, it is affected by no potential conflict of interest, and that it has no particular link with other Tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Company must immediately inform the Contracting Authority.
4. The Company must at all time act honorably and impartially in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.
5. For the duration of the contract, the Company and its staff must respect human rights and undertake not to violate the political, cultural and religious mores of the recipient state.
6. The Company may accept no payment connected with the contract other than that provided for therein. The Company and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
7. The Company and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Company are confidential.
8. The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
9. The Company shall refrain from any relationship likely to compromise its independence or that of its staff. If the Company ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Company having any claim to compensation.
10. The Government of Italian Republic reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
11. All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expense.
12. Such unusual commercial expense are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
13. The Company undertakes to supply the Government of Italian Republic on request with supporting evidence regarding the conditions in which the contract is being executed. The Government of Italian Republic may carry out whatever documentary or on the spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
14. Companies found to have paid unusual commercial expense on projects funded by the Government of Italian Republic are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving funds of the Government of Italian Republic.
15. Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, Tenderer (or Company) from other contracts by the Government of Italian Republic and in penalties. The individual or company in question must be informed of the fact in writing.

Read and understood,

Date 3/3/2022

Signature 



*Agenzia Italiana
per la Cooperazione allo Sviluppo*

**SEDE DI BEIRUT
IL DIRETTORE DI SEDE**

VISTA la Legge n.125 dell'11/08/2014 ed in particolare l'art. 18, che stabilisce che all'Agenzia è attribuita autonomia organizzativa, regolamentare, amministrativa, patrimoniale e di bilancio;

VISTO il Regolamento recante lo Statuto dell'Agenzia Italiana per la Cooperazione allo Sviluppo, approvato con DM n. 113 del 22/07/2015, ed in particolare l'art. 5, comma 1, lett. f), che prevede che l'Agenzia adotti gli atti di gestione necessari per il conseguimento dei propri obiettivi e, nell'ambito della programmazione annuale, eserciti i relativi poteri di spesa, fermo restando il limite di cui all'art. 17, comma 6, della L. 125/2014;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 15 dicembre 2015 n. 2438, recante approvazione del "Regolamento di organizzazione dell'Agenzia italiana per la cooperazione allo sviluppo" e successive modifiche e integrazioni;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale di concerto con il Ministro dell'economia e delle finanze del 15 dicembre 2015 n. 1002/2500, recante approvazione del "Regolamento interno di contabilità dell'Agenzia italiana per la cooperazione allo sviluppo";

VISTA la legge 7 agosto 1990, n. 241 e s.m.i., "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi";

VISTA la Direttiva 2014/24/UE del Parlamento europeo e del Consiglio, del 26 febbraio 2014 sugli appalti pubblici;

VISTO il decreto legislativo 18 aprile 2016, n. 50 e s.m.i., disciplinante il Codice dei Contratti Pubblici, in particolare l'art. 1 comma 7 che dispone circa le procedure di scelta del contraente e l'esecuzione del contratto da svolgersi all'estero, tenendo conto dei principi fondamentali del medesimo Codice dei Contratti Pubblici e delle procedure applicate dall'Unione europea e dalle organizzazioni internazionali;

CONSIDERATA l'esigenza di dare attuazione ai principi desumibili dall'articolo 32, comma 2, del succitato Codice dei Contratti Pubblici, individuando preventivamente gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 2 novembre 2017, n. 192 "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero", in particolare l'art. 21 che disciplina i contratti stipulati da una sede estera dell'Agenzia Italiana per la cooperazione allo sviluppo;

VISTE le "Linee Guida per l'affidamento di lavori, servizi e forniture presso gli uffici esteri dell'AICS" approvate con Determina del Direttore AICS n. 173 del 18/08/2020;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 2 novembre 2017, n. 192 "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero", in particolare l'art. 21 che dispone l'applicazione della versione più aggiornata delle PRAG (Procurement And Grants for European Union external actions – A Practical Guide) per i contratti relativi agli interventi di cooperazione allo sviluppo dei quali una sede estera dell'Agenzia Italiana per la cooperazione allo sviluppo risulti stazione appaltante, fermi restando gli articoli 4, 5, 6 e 8 nonché i commi 5, 6 e 7 dell'art. 7 del Regolamento MAECI;

VISTE la Delibera del Comitato Congiunto dell'AICS n. 55 del 28/04/2021 e la Determinazione del Direttore AICS n. 118 del 7/05/2021, con la quale è stato conferito a Alessandra Piermattei l'incarico di Titolare della Sede di Beirut dell'Agenzia Italiana per la cooperazione allo sviluppo;

VISTO l'Accordo di Delega n. TF-MADAD/2020/T04.253 per l'implementazione del programma "Integrated social services provision to Lebanese and Syrian refugees communities in Lebanon – ISOSEP" del valore di Euro 4.500.000,00 a valere sul "Fondo Madad";

CONSIDERATO che con Decreto del Vice Direttore AICS n.300 del 11/12/2020, la responsabilità per l'attuazione delle attività connesse all'azione in Libano è stata trasferita ad AICS Beirut, per un importo complessivo di Euro 4.500.000,00;

CONSIDERATO che questa Sede ha necessità di acquisire un contratto di servizi per la realizzazione di un breve video di presentazione del programma "Integrated social services provision to Lebanese and Syrian refugees communities in Lebanon – ISOSEP";

CONSIDERATO che Bridge of Minds SARL offre di rendere le prestazioni per un importo di Euro complessivo di 2.420,00 (Euro duemilaquattrocentoventi/00) al netto delle imposte indirette (si allega preventivo del 20/02/2022);

CONSIDERATO che, sulla base delle verifiche effettuate a cura degli uffici AICS competenti, in relazione alle condizioni del mercato di riferimento e all'oggetto e tipologia delle prestazioni da acquisire, l'importo contrattuale è congruo e l'operatore individuato possiede i requisiti previsti per l'affidamento dell'appalto;

CONSIDERATO che per quanto sopra esposto, in virtù dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario procedere a stipulare un contratto di servizi per la realizzazione di un breve video di presentazione del programma "Integrated social services provision to Lebanese and Syrian refugees communities in Lebanon – ISOSEP";

CONSIDERATO che, per la tipologia e per il valore stimato del contratto, il paragrafo 2.6.1 della "Practical Guide" per "Procurement And Grants for European Union external actions", prevede che il contraente sia selezionato mediante procedura - *against invoices without prior acceptance of a tender*;

VERIFICATO che il pertinente piano finanziario, come da Budget approvato, ha stanziato Euro 15.000,00 sulla voce di spesa "3.5 TV spot or video or photos" e che il relativo capitolo di spesa presenta la necessaria disponibilità come da *Annex III Budget for the Action* e successive varianti approvate;

DETERMINA

1. Di affidare mediante procedura - *against invoices without prior acceptance of a tender* - a Bridge of Minds SARL un contratto di servizi per la realizzazione di un breve video di presentazione del programma "Integrated social services provision to Lebanese and Syrian refugees communities in Lebanon – ISOSEP";
2. Il relativo importo di spesa è pari a:
 - Euro 2.420,00 (Euro duemilaquattrocentoventi/00) al netto delle imposte indirette (linea di budget 3.5);
3. è nominato quale responsabile unico del procedimento il dott. Federico Ferrante che, con autonomia decisionale, svolge tutte le attività riferite al suddetto affidamento, ivi comprese quelle in materia di trasparenza e di prevenzione della corruzione, in conformità con la vigente normativa, individuando le modalità appropriate per il perseguimento delle esigenze pubbliche sottese all'appalto di cui trattasi.

Il Titolare di Sede

Alessandra Piermattei

