



LETTER OF AWARDING / CONTRACT

Subject: Direct awarding of consultancy service for the activities related to SSNF (Social Security National Fund) declarations and payments - CIG **Z16330E43A**

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 Norma El Turk, 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 500,00 including the applicable taxes, and will be paid according to the terms and the conditions indicated in the present letter of awarding.

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 services must be provided for all the year 2022 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. The parties may agree in writing to renew or extend the contract.

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 **Z34354617E**"



5.3 The payments will occur, within 10 days from the date of receipt of the invoices that should be headed to “Development Cooperation Section of the Embassy of Italy – AICS”, upon completion of the service in the end of the year, after having verified the regular execution.

Art. 6 - Contacts and references

6.1 The Responsible of the Procurement Procedure is Mrs. Dahlia El Hayek.

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 all 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.

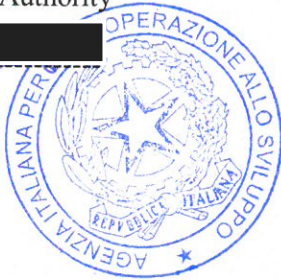
11.2 The present contract is regulated by the *local private international law*.

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, 18.02.2022

The Contracting Authority



The Contractor



SERVICES TO BE EXECUTED
(Technical specifications)

Consultancy service for the activities related to SSNF declarations and payments from 1st of January till 31st of December 2022 as detailed below:

- **Providing all documents from SSNF department on quarterly basis**
- **Register and cancellation of employees at SSNF upon request**
- **Presenting all declarations and payments at SSNF department on quarterly basis**
- **Execute the annual closure**
- **Execute all other activities related to the SSNF procedures upon request**



UNIQUE DOCUMENT OF REQUIREMENTS

PART I

INFORMATION REGARDING THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY

Identity of the Contracting Authority	Answer:
Name:	Development Cooperation Section of the Embassy of Italy – AICS Director Alessandra Piermattei
Title and brief description of the procurement:	Affidamento diretto / Single quote – contracts under 40.000 Euro
CIG	Z34354617E

PART II: INFORMATION ABOUT THE ECONOMIC OPERATOR

A. Identification data of the economic operator	Answer:
Name:	[REDACTED]
National identification number, if required (tax code, VAT number, registration)	[REDACTED]
Mailing address:	[REDACTED]
Contact Persons: Phone: PEC or e-mail:(website) (IF existing):	[REDACTED]

B. Eventual representatives of the economic operator:	Answer:
Full Name	
Date e Place of birth	
Position/Title of work:	
Postal Address:	
Telephone:	
E-mail:	
If necessary, provide us details about the representation (form, scope, purpose):	

PART III: REASONS FOR EXCLUSION

A: Reasons related to criminal judgements

The entities that have been subject of a conviction by final judgement which has the force of res judicata in Italy or in the Country where the contract is performed for one or more of the following are excluded from participation in public procurement (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist offences or offences linked to terrorist activities; (5) money laundering or terrorist financing; (6) child labor or other form of trafficking in human beings; (7) any other illegal activity from which arise incapability of contracting with public Authorities. The relevant criteria are the one provided under Italian law and:

- in the member States of the European Union, the criteria indicated by the internal laws that ratified article 57 of the directive 2014/24/UE;

- in non-member States of the European Union, the equivalent criteria provided by local criminal laws.

The economic operator or a member of its management or supervisory bodies or any person with an authority of representation, decision or control whom has not been convicted for one of the reasons mentioned above with a final

judgement since no more than five years or following which judgement an exclusion period has been established and it is still applicable.

B: Reasons related to the payment of taxes or social security contributions

The economic operator has satisfied all the obligations related to the payment of taxes or social security contributions, in the country where it is established, in Italy and in the country where the contract has to be performed.

C: Reasons linked to insolvency, conflict of interests or professional misconduct

- 1) The economic operator is not in breach, according to his knowledge, of any obligations regarding health and safety at work, environmental, social and labor laws.
- 2) The economic operator is not in any of the following situations and it is not subject to a proceedings for the verification of one of the following situations:
 - a) bankruptcy, insolvency procedure, winding up, arrangement with creditors, receivership or other similar situation;
 - b) The economic operator has ceased its activities;
 - 3) The economic operator has not been guilty of serious professional misconduct;
 - 4) The economic operator has not entered into agreements with other economic operators in order to distort competition;
 - 5) The economic operator is not aware of any conflict of interest related to its participation in the procurement procedure;
 - 6) The economic operator or a related company did not provide advice to the Contracting Authority or has otherwise been involved in the preparation of the award procedure;
 - 7) The economic operator has not already experienced the early termination of a previous public tender or has already been ordered to pay damages or other penalties in relation to a previous public contract;
 - 8) The economic operator confirms:
 - a) not having been seriously guilty of false declaration in providing the requested information for verifying the absence of exclusion criteria or the fulfillment of the selection criteria,
 - b) not having concealed this information,
 - c) to be able to transmit without delay the additional documents requested by the Contracting Authority,
 - d) not having attempted to influence the decision-making process of the Contracting Authority, not having attempted to obtain confidential information that may give advantages in the procurement procedure, not having provided misleading information that may have a significant influence on the decisions concerning the procurement procedure.

D: Reasons for exclusion provided for by Italian legislation and equivalent situations provided for by the law of the country where the contract is performed

The economic operator is not in any of the following situations:

- 1) having reasons for decadency, suspension or prohibition provided for by anti-mafia legislation
- 2) is subject to infiltration by criminal organizations
- 3) has been subject to a ban of exercise any activity or to any other another sanction that involves the prohibition of contracting with the public administration
- 4) is registered in the electronic database of the National Anti-Corruption Authority for having submitted false declarations or false documentation for the purpose of obtaining the qualification certificate, for the period during which the registration persists;
- 5) has breached the prohibition of fiduciary registration
- 6) has breached the rules regarding the right of work of the disabled
- 7) if he has been the victim of bribery or extortion crimes committed by criminal organizations or by subject facilitating the activity of criminal organizations and does not occur any case of self-defense, then he has reported the facts to the judicial authority
- 8) is in control of any another participant in the same procurement procedure, or in any relationship, even de facto, if the controlling situation or the relationship implies that the offers are imputable to a single decision-making center. Has entered into employment or self-employment contracts and, even has assigned tasks to former employees of the Contracting Authority who have terminated their working relationship since less than three years and moreover, for the last three years of service has exercised an authority or negotiating powers on behalf of the Contracting Authority on the same economic operator (pantouflage or revolving door).

PART IV: SELECTION CRITERIA

The economic operator fulfills all the selection criteria required in the documentation for the procurement procedure

Part V: FINAL DECLARATIONS

The undersigned declares / declare formally that the information contained in parts from II to IV are true and correct and that the undersigned is / are aware / of the consequences, including of criminal nature, of a serious false declaration, provided for by Italian law and local law.

The undersigned hereby certifies/certify the absence of reasons for exclusion provided in Part III and the possession of the requirements provided in Part IV.

The undersigned authorizes/authorize formally the Contracting Authority, as per part I, to perform the verifications with the competent local authorities on the truthfulness of the declarations made according to the requirements.

The undersigned accepts without reservations or exceptions the provisions and conditions contained in the letter of awarding and in its Annex 1 which is an integrated part thereof.

Beirut, 18.02.2022

[name, surname and quality of the undersigned]

ATTACH COPY OF THE IDENTITY DOCUMENT OF EACH SIGNATORY.

A black rectangular redaction box covers the signature area. Above the box, there is a blue ink signature. A blue horizontal line is drawn below the redaction box.

INFORMATIVE ON PHYSICAL PERSONS DATA PROTECTION
Regulation (EU) 2016/679, art. 13

The processing of personal data is based on the principles of law, correctness and transparency to protect the fundamental rights and freedoms of individuals. To this purpose, the following information are provided:

To this purpose, we provide the following information:

1. The ownership for the treatment is with the Italian Agency for Development Cooperation (AICS), that, in the specific case, is operating through the Italian Agency for Development Cooperation – Beirut Office (AICS), Address: Baabda – Presidential Palace Road, Baabda Invest 3221 Building, 2nd floor, Beirut, Lebanon E-mail: beirut@aics.gov.it, Phone:+961 (0)5 951 376/377/378.
2. AICS has a responsible for the personal data protection who, in case of questions or claims, can be reached at (Italian Agency for Development Cooperation, Via Salvatore Contarini 25, 00135 ROMA, tel. 0039 06 324921.
3. The personal data requested are necessary for the selection of the tenderer to which the contract will be awarded.
4. The delivery of data is an obligation provided under Italian law and the eventual denial to provide the requested data shall procure the exclusion from the selection procedure or the awarding of the contract.
5. The treatment shall be made manually or electronically by personnel duly appointed.
6. The data shall be communicated to the internal and external supervision bodies of AICS. By countersigning this information, the interested person provide his consent to the data communication also to the competent local authorities for their verification and to the publication of the main elements of the contract signed on the web site of the Contracting Authority according to Italian laws on transparency of public procurement.
7. The data shall be kept for a maximum period of 5 years from the termination of the contract, including termination for default. Such term is suspended in case of judiciary proceeding.
8. The interested person can ask the access to his personal data and their rectification. In such a case, the interested person shall submit a specific request to the address provided in paragraph 1 above, copying for information the responsible for data protection of AICS to the address provided in paragraph 2 above.
9. The interested person may present a claim to the responsible of data protection of AICS, if he believes that a violation of its rights was made. Alternatively, he may submit a claim to the Guarantor for the data protection “Garante per la protezione dei dati personali” (Piazza di Monte Citorio 121, 00186 Roma, tel. 0039 06 696771, e-mail: garante@gpdp.it, pec: protocollo@pec.gpdp.it) or to the judicial authority.

Beirut, 18.02.2022

Signature for acknowledgement and acceptance



CONTRACTOR OBLIGATION

The undersigned _____, on behalf of the firm _____

after reading the attached synthesis of the Italian 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 Italian Agency for Development Cooperation 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 Italian Agency for Development Cooperation 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.
- to abide**, with no exception or reservation, by all the obligations pertaining to financial flow traceability according to Law no. 136/2010.

(Signature) _____

Beirut 18.02.2012

Italian 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 Italian Agency for Development Cooperation 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..... [REDACTED] legal representative of
 address [REDACTED]

telephone number. [REDACTED] 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 Italian Agency for Development Cooperation in Beirut.

OR

not to give his consent to the processing and publishing of the data related to the contractual relationships established with Italian Agency for Development Cooperation in Beirut.

Beirut, 18.02.2022

[REDACTED]
 (Signature of the Legal Representative)

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

Obligations of publication of the list of beneficiaries

The publication referred to in Article 26, paragraph 2, necessarily includes, as per paragraph 3 of the same article:

- a) the name of the company or institution and their respective tax information or the name of another beneficiary;
- b) the amount of the paid economic benefit;
- c) the norm or title on which the award is based;
- d) the office and the officer or manager in charge of the administrative proceedings;
- e) the modality adopted for the identification of the beneficiary;
- f) the link to the selected project and the CV of the person in charge.