

CONTRACT**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS****No. ISOSEP/SER/2022/001 – CIG Z93350B45B****FINANCED FROM THE DELEGATION AGREEMENT TF-MADAD/2020/T04.253**

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

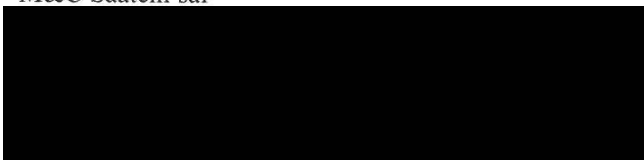
Phone +961 (0)5 951 376/377/378 – Fax +961 (0)5 451 483

(‘the contracting authority’),

of the one part,

and

M&C Saatchi sal



(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT

**Integrated Social Services Provision to Lebanese and Syrian
 Refugees communities in Lebanon**

ISOSEP**Communication and Visibility services**

Identification number: ISOSEP/SER/2022/001

(1) Subject

- 1.1 The subject of this contract is Communication and Visibility services done in Lebanon with identification number ISOSEP/SER/2022/001 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in Euro is a global price contract. The contract value is **EUR 12.759,50** (twelve thousand seven hundred fifty-nine euro and fifty cents only).

(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)
- the organisation and methodology (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.

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

For the contractor

Name:

Title:

Signature:

Date: 04/08/22

For the contracting authority

Name:

Title:

Signature:

Date: 03/03/2022



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 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:



For any communication to the contractor, please contact:



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 20.000 EUR.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be date of signature of the contract by both parties

19.2 The period for implementing the tasks is 3 months from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 29 Payment and interest on late payment

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

Month		EUR
1	First Interim payment as per point 7.1 of Annex II	2.551,90 (20 % of the contract value)
2	Second Interim payment as per point 7.1 of Annex II	6.379,75 (50 % of the contract value)
3	Balance as per point 7.1 of Annex II	3.827,85 (30 % of the contract value)
	Total	12.759,50

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.

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.

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.

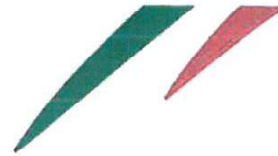
Article 42 Data protection

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.

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 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

* * *

¹ OJ L 205 of 21.11.2018, p. 39.



Annex VI

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


Regulation (UE) 2016/679, art. 13

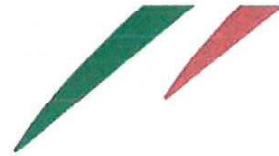
The processing of personal data is based on the principles of lawfulness, fairness and transparency to protect the fundamental rights and freedoms of individuals. For this purpose, the following information is provided:

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 its 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@gdp.it, pec: protocollo@pec.gdp.it) or to the judicial authority.

Beirut, February 21, 2022

Signature for acknowledgement and acceptance





CONTRACTOR OBLIGATION

The undersigned [REDACTED] on behalf of the firm M&C Saatchi SAL,
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, February 21, 2022

Signature _____

[REDACTED SIGNATURE]



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 [REDACTED]
legal representative of M&C Saatchi SAL,
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 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, February 21, 2022

Signature _____

[REDACTED 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.

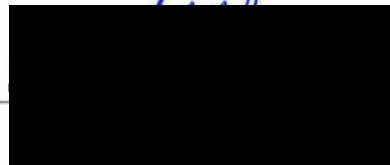


3. When putting forward a candidacy or tender, the candidate or Tenderer must declare that, it is affected by no potential conflict of interest, and that it has no particular link with other Tenderers or parties involved in the project. Should such a situation arise during performance of the contract, 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 February 21, 2022

Signature _____




Utente: Federico Ferrante

Profilo: RESPONSABILE DEL
PROCEDIMENTO EX ART. 10 D.LGS.
163/2006

Denominazione Amministrazione:

 AGENZIA ITALIANA PER LA
COOPERAZIONE ALLO SVILUPPO -
AGENZIA ITALIANA PER LA
COOPERAZIONE ALLO SVILUPPO -
UFFICIO DI BEIRUT

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Smart CIG: Dettaglio dati CIG

Dettagli della comunicazione

CIG	Z93350B45B
Stato	CIG COMUNICATO
Fattispecie contrattuale	CONTRATTI DI IMPORTO INFERIORE A € 40.000
Importo	€ 13.000,00
Oggetto	Servizi di comunicazione e visibilità - Progetto ISOSEP (TF-MADAD/2020/T04.253)
Procedura di scelta contraente	AFFIDAMENTO DIRETTO
Oggetto principale del contratto	SERVIZI
CIG accordo quadro	-
CUP	H11B20001150001
Disposizioni in materia di centralizzazione della spesa pubblica (art. 9 comma 3 D.L. 66/2014)	Lavori oppure beni e servizi non elencati nell'art. 1 dPCM 24/12/2015
Motivo richiesta CIG	Stazione appaltante non soggetta agli obblighi di cui al dPCM 24 dicembre 2015

[Annulla Comunicazione](#)
[Modifica](#)



*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 della attività di concezione e stampa dei materiali relativi alla comunicazione e visibilità di progetto, così come dettagliato all'Allegato VI dell'Accordo di Delega n. TF-MADAD/2020/T04.253;

CONSIDERATO che per quanto sopra esposto, in virtù dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario procedere all'affidamento del servizio di concezione e stampa dei materiali relativi alla comunicazione e visibilità di progetto;

CONSIDERATO che, sulla base delle condizioni prevalenti nel mercato locale di riferimento che emergono dal complesso degli elementi disponibili in loco, il valore stimato dell'appalto ammonta a € 13.000,00 al netto delle imposte indirette;

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 affidamento diretto ad un *single tender*;

VERIFICATO che il pertinente piano finanziario, come da Budget approvato, ha stanziato € 25.000,00 sulla voce di spesa “3.1 *Flyers, brochures, social media, radio, newspapers, banners, posters, stickers, signboards*” e che il relativo capitolo di spesa presenta la necessaria disponibilità come da Allegato III “*Budget of the Action*” e successive varianti approvate;

DETERMINA

1. L'avvio di una procedura per acquisire i servizi di concezione e stampa dei materiali relativi alla comunicazione e visibilità di progetto mediante affidamento diretto ad un *single tender* di cui al paragrafo 2.6.8 della “*Practical Guide*” per “*Procurement And Grants for European Union external actions*”, in ottemperanza all'art. 21, comma 1, del decreto del Ministro degli affari esteri e della cooperazione internazionale del 2 novembre 2017, n. 192;
2. I summenzionati servizi avranno durata di n. 3 mesi a decorrere dal 24/02/2022 al 23/05/2022.
3. L'importo di spesa è stimato non superiore a € 13.000,00 (Euro tredicimila/00), al netto delle imposte indirette e graverà sull'intervento di cooperazione “*Integrated social services provision to Lebanese and Syrian refugees communities in Lebanon – ISOSEP*”, Accordo di Delega n. TF-MADAD/2020/T04.25, N° AID 012299/01/0;
4. 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

[Redacted signature]

Alessandra Piermattei

