

Reg. 28/2022

SUPPLY CONTRACT

FINANCED FROM THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION AID 10984 / CIG Z9B3762C7A

Italian Agency for Development Cooperation, Beirut - Baabda - Presidential Palace str. – Baabda
Invest Building 3221, 2nd Floor,
('The contracting authority'),

of the one part,

and

Pro Electric Center
Registration number 3392359
Beirut, Kaskas, 22 November Avenue, Chmaytili Building
VAT number 3392359-601, ('the contractor')

of the other part,

have agreed as follows:

**PROJECT "Human rights protection and improving detention conditions in the Lebanese
prisons with particular focus on women prisoners and vulnerable groups" - AID 10984**

CONTRACT TITLE "Electrical Panel Supply contract"

Identification number AID 10984 / CIG Z9B3762C7A

Article 1 Subject

1.1 The subject of the contract shall be:

the supply, delivery and installation, of the following supplies: an electrical panel, including connecting all cables.

The place of acceptance of the supplies shall be Roumieh Prison, in Lebanon, the time limits for delivery shall be 40 days after contract signature and the Incoterm applicable shall be DDP. The implementation period of tasks shall run from the date of signing of contract to the date for provisional acceptance.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, a certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be EUR 7,770.00 (seven thousand seven hundred seventy /100).
- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents


The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II);
- the technical offer (Annex III);
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

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

For the contractor


Name: Hisham Alywan
Title: Owner

Date: 26 September 2022

For the contracting authority


Name: Alessandra Piermattei

Name: Alessandra Piermattei

Title: Director AICS Beirut

Date 26 September 2022

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1 For any communication to the contracting authority, please contact:

Italian Agency for Development Cooperation, Beirut - Baabda - Presidential Palace str.
Baabda Invest Building 3221, 2nd Floor,
Phone +961(0) 5951376/377/378;
FAX +961(0) 545148;
Email: beirut@aics.gov.it

For any communication to the contractor, please contact:

Pro Electric Center
Beirut,
Kaskas, 22 November Avenue
Chmaytili Bldg.
Lebanon
Phone: +961 01 660 202/71142444
E-mail: info@pec.com.lb

- 4.2. All correspondence for all stages of implementation will occur through e-mail exchange between the contracting authority and the contractor.

Article 6. Subcontracting

- 6.1 Subcontracting is not allowed.

Article 9 General obligations

- 9.9 In the implementation of the Program activities, the Contractor shall acknowledge the origin of the funds and shall recognize the efforts of the implementing agency by all appropriate means. The official logo of AICS will be used in view of providing proper visibility to the Project activity, subject to the approval of the contracting authority.

Article 11 Performance guarantee

- 11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

12.1(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

12.1(b) By way of derogation from Article 12.1(b), 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 the contract value.

Article 18 Commencement order

18.1 The implementation tasks is to commence from the date of signature of the contract by both parties.

Article 19 Period of implementation of the tasks

19.1 The period of implementation of tasks shall be 40 days from contract signature.

Article 25 Inspection and testing

25.2 The supply shall be inspected and tested at the Roumieh Prison after installation, in accordance with Article 25 of the general conditions, by representative of ISF and AICS.

Article 26 General principles for payments

26.1 Payments shall be made in Euro. Payment shall be authorised and made by AICS Beirut.

26.3 By derogation there will be no pre-financing and payments will be made up to 100% of the contract price upon delivery, installation, inspection and acceptance of the supply.

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above for 100% of the contract price the invoice together with the request for provisional acceptance of the supplies.

26.9 No price revision shall apply.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

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 44 Data Protection

The contracting authority guarantees the protection of personal data provided by the tenderer pursuant to Italian law in force, as specified in the Informative under Annex V.

By signing such informative the tenderer shall consent to the treatment of personal data by the contracting authority and authorises the contracting authority to make an



investigation with the competent local authorities on the truthfulness of the declaration made and on the requirements possession.



CONTRACTOR OBLIGATIONS

Law no. 136 of August 13, 2010, article 3

The undersigned Hisham Alywan, on behalf of the firm Pro Electric Center

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.


Pro electric center
Beirut, 26 September 2022

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


Beirut, 26 September 2022

