

# B- DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N°.....

FINANCED FROM THE GOVERNMENT OF THE ITALIAN REPUBLIC

### MINISTRY OF SOCIAL AFFAIRS

Represented By The Minister Of Social Affairs

**Professor Ramzi S. Moucharafieh**

**Beirut – MOSA Building – Behind The Palace Of Justice**

**LEBANON**

(‘the Contracting Authority’),

of the one part,

and

<Full official name of the Contractor>

</title><sup>1</sup>

<Official registration number><sup>2</sup>

<Full official address>

(‘the contractor’)

of the other part,

have agreed as follows:

### **PROJECT: The National Programme for Local Socioeconomic Development” AID9574.12.10**

**CONTRACT TITLE: SOCIAL DEVELOPMENT CENTERS (SDCs) GEOLOCALIZATION.**

**Identification number AID9574.12.10/SERV.6/6.20**

#### **(1) Subject**

- 1.1 The subject of this Contract is to perform Social Development Centers (SDCs) Geolocalization with the Ministry of Social Affairs done in Lebanon with identification number AID9574.12.10/SERV.6/6.20 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annex II).

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

**(2) Contract value**

This Contract, established in Lebanese Pounds, is a global price contract. The contract value is LBP .....

**(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);
- Key experts (Annex IV);
- Budget (Annex V);
- Other relevant forms and documents Annex VI.

**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.

**(5) Other specific conditions applying to the Contract**

- 5.1 Derogations to the General Conditions are mentioned in the Special Conditions.
- 5.2 In the General Conditions, when needed, the term European Commission, EU or EDF shall be replaced by Italian Competent Authorities or Italian Government.
- 5.3 The provisions regarding European Court of Auditors are not applicable.
- 5.4 The Contractor must take the necessary measures to ensure the visibility of the Government of the Italian Republic and MAECI (*the Ministry of Foreign Affairs and International Cooperation and AICS (Italian Agency for Development Cooperation)*) financing.

Done in English in two originals, one original for the Contracting Authority, and one original for the Contractor.

**For the Contractor**

**For the Contracting Authority**

Name:

Name: Professor Ramzi S. Moucharafieh

Title:

Title: Minister of Social Affairs

Signature:

Signature:

Date:

Date:

## **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. Other Special Conditions should be indicated to cover particular situations.

### **Article 2 Communications**

- 2.1 Any written communication relating to this contract between the Contracting Authority and the contractor must state the Contract title and identification number, and must be sent by e-mail or by hand delivered against receipt signed to the following addresses :

-For the Contracting Authority:

Fadi BOU ALI  
MINISTRY OF SOCIAL AFFAIRS (MOSA – OLD BUILDING – Ground Floor)  
Badaro Street – Near Bank Audi  
Beirut – LEBANON  
Mobile : 00961 3 965232  
E-mail :fadi.bouali@gmail.com

-For the contractor :

### **Article 4 Subcontracting**

- 4.9 Subcontracting is not allowed within this contract.

### **Article 7 General Obligations**

- 7.8 All visibility activities shall be agreed with the contracting authority who will agree with AICS before being pursued.
- 7.9 Any records shall be kept for a 5-year period after the final payment made under the Contract

### **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 5 months from the start date.

### **Article 25 Verifications, checks and audits by European Union bodies**

By derogation from the General Conditions, this section shall not be applicable.

### **Article 26 Interim and Final Reports**

The Contractor shall submit progress reports as specified in the Terms of Reference.

**Article 27 Approval of Reports and Documents**

27.5 The Contracting Authority shall, within 45 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 45 days of the receipt of the report.

**Article 28 Expenditure verification**

By derogation from the General Conditions, this section shall not be applicable.

**Article 29 Payment and interest on late payment**

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

		<b>LPB</b>
<b>1</b>	Completion of Result 1	
<b>2</b>	Completion of Result 2	
<b>3</b>	Completion of Result 3	
	<b>Total</b>	

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.

29.2 Payments will be made in Lebanese pounds in accordance with Articles 20.6 and 29.4 of the General Conditions.

**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 Lebanese Courts applying Lebanese Law.

**Article 42 Data Protection**

By derogation from the General Conditions, this section shall not be applicable.

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