

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

### DRAFT CONTRACT TO PROVIDE THE SERVICES OF:

***Feasibility study, full project proposal and supervision of works for the improvement of the irrigation canal in the Union of Municipalities of Oussat Wa Sahil Al Qaytaa Akkar /Lebanon***

This Agreement will be signed between the following Parties,

On one hand, **Carme Gual i Via**, representing the *Agència Catalana de Cooperació al Desenvolupament* (in English, Catalan Development Cooperation Agency) on behalf and to the account of ACCD Lebanon Under Incorporation, hereinafter referred to individually and collectively as "ACCD"), with fiscal identification number Q0801202C, with the registered address in Via Laietana, 14, 08003, Barcelona, Spain.

On the other hand, \_\_\_\_\_, with fiscal identification number \_\_\_\_\_ with registered address in Str/Via/Road \_\_\_\_\_, num \_\_\_\_\_, PC \_\_\_\_\_ City \_\_\_\_\_, Province \_\_\_\_\_

### ANTECEDENTS

The ACCD, through a consortium led by the Dutch organization of municipalities VNG, is participating in the MASAR project, a project funded by the European Union focused in the areas affected by the Syrian crisis.

The consortium of the European partners agreed that ACCD would focus its intervention in Lebanon, more specifically in the coastal plain north of Tripoli.

WHEREAS, one of the pilot project is the improvement of the irrigation canal in the municipal group OUSSAT WA SAHIL AL QAYTAA.

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements hereinafter set forth and the mutual benefits to be derived herefrom, the Parties agree as follows:

#### 1. SUBJECT

The subject of this Agreement is the car rental services to facilitate the ***Feasibility study, full project proposal and supervision of works for the improvement of the irrigation canal in the Union of Municipalities of Oussat Wa Sahil Al Qaytaa Akkar /Lebanon.***



## **2. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS**

The following documents shall be deemed to form and be read and construed as part of this Agreement, in the following order of precedence:

- Instructions to Tenderers;
- Service Contract Notice;
- Terms of Reference
- Tender Submission Form, including Declaration of Honour on Exclusion and Selection Criteria;
- Technical Offer;
- Financial Offer.

## **3. 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.

## **4. LANGUAGE OF THE SERVICES**

The documents to be drafted by the bidder (preliminary project, works project, documentation relating to the site management and coordination of safety and health, etc.) will be drafted bilingually in English and Arabic.

In case of discrepancy in the interpretation of any of the documents, the English language will have preference.

## **5. CONTRACT VALUE**

This Agreement, established in Euros, is a price-based contract.

In consideration of the services to be provided, ACCD will pay the agreed rates in the contractor's offer.

The payment of the amount will be ordered, upon confirmation of the corresponding invoice by the ACCD Financial Department and confirmation by ACCD staff responsible of contracting the services.

Payments will be made by bank transfer to the following account:

Account Holder	
Account Number	
IBAN	
Swift Code	
Bank	
Branch	

## 6. MODIFICATION

This Agreement shall be modified or amended only by a duly written instrument executed by the Parties hereto.

## 7. TREATMENT OF PERSONAL DATA

The execution of the object of the Agreement implies the treatment of personal data. The Consultant should undertake all measures to comply with the protection of personal data to which it has access on the occasion of the contract; and in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free circulation of these data and which repeals Directive 95/46/ EC, hereafter RGPD.

Under the abovementioned European Regulation, the Consultant is considered as in charge of data treatment. For these purposes, the Consultant and the ACCD will sign a contract for the treatment of personal data.

## 8. TRANSPARENCY AND COMPLIANCE OF ETHICAL PRINCIPLES OF PROCEDURES

1. Both Parties will adopt ethically exemplary behavior and act to prevent corruption in any of its possible forms.

2. In this sense and in addition to those other duties linked to the principle of action mentioned in the previous point, derived from the ethical principles and the rules of conduct to which the Consultant must adapt their activity, the Consultant assumes particularly the following obligations:

- a) During the performance of the services and thereafter, all documents and information provided by ACCD with regards to the services shall be kept confidential by the Consultant at all times except where ACCD instructs to disclose or consents to disclose the information to perform the scope of legal services for the matter.
- b) Not requesting, directly or indirectly, that a public employee influences in the award of the Agreement in his own interest.
- c) Not offering or facilitating personal or material benefits, either for those persons or persons linked to their family or social environment, to public employees.
- d) Do not perform any other action that could violate the principles of equal opportunities and free concurrence.
- e) Do not carry out actions that put the public interest at risk.
- f) Respect the principles of free market and competitive concurrence, and refrain from carrying out behaviors that have the purpose or could have the effect of preventing, restricting or distorting competition, such as collusive behaviors or fraudulent competition (offers of protection, elimination of offers, allocation of markets, rotation of offers, etc.). Likewise, denounce any act or conduct aimed at those purposes and related to the tender or the Agreement of which he had knowledge.



- g) Do not use confidential information, known through the Agreement, to obtain, directly or indirectly, an advantage or economic benefit in your own interest.
- h) Observe the principles, norms and ethical standards inherent in the activities, trades and/or professions corresponding to the services contracted.
- i) Collaborate with the ACCD in the actions that it performs to monitor and/or evaluate compliance with the Agreement, particularly by providing the information requested for these purposes.
- j) Report the acts that are known to them and that may violate the obligations contained in this Clause.

3. Failure to comply with any of the obligations contained in the previous point 2 by the Consultant shall be the cause of the resolution of the Agreement, without prejudice to any other possible consequences foreseen in the current legislation.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to sign this **AGREEMENT** in two copies and in English as of the date first written below.

By Agència Catalana de Cooperació al  
Desenvolupament

Name: **Carme Gual Via**

Director ACCD

Signed:

Date:

By the contractor

Name:

Signed:

Date: --- November 2020

