

***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,
INCLUDING ANNEXES***

DRAFT CONTRACT

SUPPLY CONTRACT

No <Contract number>

Italian Agency for Development Cooperation (AICS) Khartoum Office, Street 33, Amarat, Khartoum – Sudan on behalf of and for the account of the government of Italy
(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³, (‘the contractor’)

of the other part,

have agreed as follows:

CONTRACT TITLE

Supply of Hospital Furniture and Biomedical Equipment for General Ward and Delivery Unit of Saudi Maternity Hospital in Kassala - SUDAN

Identification number Z1C31738C8

Article 1 Subject

1.1 The subject of the contract shall be:

Supply, delivery, unloading, siting and installation, commissioning, maintenance, after-sales service of the following supplies:

<Brand Name, Model Name, and general description of the supplies, including quantities>

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

The place of acceptance of the supplies shall be Saudi Maternity Hospital, Block D-Patient Ward and Block H-Delivery Unit, Kassala, SUDAN, the time limits for delivery shall be 45 days and the Incoterm applicable shall be DDP⁴. The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> to <date for provisional acceptance>.

- 1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.
- 1.3 The supplies which form the [subject of the contract must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over a period of 1 year, as specified in the instructions to tenderers.

Article 2 Origin

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

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 <insert price>.
- 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 [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- 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 three originals, two originals being for the AICS and one original being for the contractor.

⁴ DDP (Delivery Duties Paid- Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>)

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date: