



CONTRACT

SERVICE CONTRACT FORM

CONTRACT CIG: ZBD35927CE

AICS - Italian Agency for Development Cooperation
Khartoum Office - St. no 33rd Amarat, House no 25 Block 12 K-east
Khartoum, SUDAN

('the contracting authority'),

of the one part,

and

Green Hands for Development (Full official name of the contractor)
Co.Ltd (Legal status/title)¹
C 57114 (Official registration number)²
Burri Block 9 Street 2 – Building 4 Flat 4(Full official address)
300000961127 (VAT number)³,

('the contractor')

of the other part,

have agreed as follows:

PROJECT AID 11813 MAYO UP

CONTRACT TITLE

COMMUNITY THEATRE for SUSTAINABLE DEVELOPMENT in MAYO – KHARTOUM -
SUDAN

Identification number AID 11813 – CIG: ZBD35927CE

¹ Where the contracting party is an individual.

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

³ Except where the contracting party is not VAT registered.

(1) Subject

1.1 The subject of this contract is *COMMUNITY THEATRE for SUSTAINABLE DEVELOPMENT in MAYO* done in Mayo with identification number CIG ZBD35927CE ('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).

(2) **Contract value**

Option 2: Global price contracts (studies and other result-based contracts)

This contract, established in Euro, is a global price contract. The contract value is EUR (12.971//00) – (twelve thousand nine hundred seventyone //00)

(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 [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Budget [breakdown] (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**

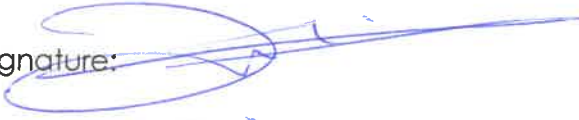
The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be **English**.

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

For the contractor

Name: *Husam Eldin Musmar Ali*

Title: *GM*

Signature: 

Date: *19-01-2022*



For the contracting authority

Name: Michele Morana

Title: Head of office AICS Khartoum

Signature: 

Date: *13-01-2022*



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 Contact person for AICS:

Francesca Nardi – Mayo Up project – AICS Khartoum

francesca.nardi@aics.gov.it

Contact person for the contractor:

Husam Ali - Green Hands for Development Director

E-mail: mehasco@gmail.com

The communication will be done only in **English** via e-mail.

Article 4 Subcontracting

4.9 Sub-contracting is **NOT** allowed

Article 7 General obligations

The visibility of AICS during the whole phase of implementation must be guaranteed.

The contractor must comply with the latest Communication and Visibility Manual of the Italian Agency for Development Cooperation (see https://www.aics.gov.it/wp-content/uploads/2018/11/Linee-Guida-comunicazione_esterna_2018.pdf)

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 the contract value.

Article 19 Implementation of the tasks and delays

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

19.2 The period for implementing the tasks is <4> months from the date of signature of the contract by both parties

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

28.2 None.

Article 29 Payment and interest on late payment

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

Option 2: Global price contract

Month		EUR
1	First instalment pre-financing payment	40% of the contract value
5	Second instalment at the submission of the final report	60% of the contract value
	Total	12.971,00

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.

First instalment (40% of the total budget) at the signature of the contract. Payment will be processed with the presentation of the corresponding invoice equal to the first instalment (40% of the contract value).

Second instalment (60% of the total budget) will be released at the submission and **validation of the final report and the final manual**. The final report must be provided along with the corresponding invoice equal to the second instalment (60% of the contract value), and an invoice not later than 1 month after the end of the contract.

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 for arbitration to the exclusive jurisdiction of the Courts of Rome.

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.